AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, AUGUST 27, 2024 - 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 Proclamation - Hunger Action Month - September 2024 - *Sponsored by Commissioner James*

2. Retroactive Approval of Proclamation - St. Ruth Missionary Baptist Church - 116th Anniversary - August 18, 2024 - *Sponsored by Vice Mayor Lewellen*

3. Lions Club Community Partnership - *Sponsored by Commissioner Davis*

4. Dania After Dark Series - Special Event Application - *Parks and Recreation*

5. Technology Achievement Award - Awarded to the City of Dania Beach Information Technology Department by the Florida Local Government Information Systems Association - *IT Department*

4. PROCLAMATIONS

1. Hunger Action Month - September 2024 - *Sponsored by Commissioner James*

5. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

   - Update on Large User Waste Water Agreement – Chapter 164 Settlement Conference

   - Update on SB 1365 Relating to Homelessness and Camping on Public Property, effective 10/1

3. City Clerk - Reminders
   - September 12, 2024 CRA Board Meeting - 5:30 p.m.
   - September 12, 2024 First Budget Hearing & City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

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

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

8. CONSENT AGENDA

1. Minutes: July 9, 2024 City Commission Meeting Minutes

2. Travel Requests: None.

3. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, JOINING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") UNION IN WAIVING COLLECTIVE BARGAINING OVER THE ADDITION OF A NEW MENTAL HEALTH BENEFIT FOR ELIGIBLE EMPLOYEES WHOSE POSITIONS ARE COVERED BY THE BARGAINING UNIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Human Resources)*

4. RESOLUTION NO. 2024-_____

   A RESOLUTION AUTHORIZING THE ISSUANCE OF STORMWATER REVENUE BONDS, THE COMPETITIVE SALE OF BONDS, OFFICIAL NOTICE OF SALE, ALL FORMS AND BOND DOCUMENTS. (*Finance)*

5. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ASSIGNMENT OF CONTRACTS PURSUANT TO CITY RESOLUTION NO. 2021-177 FOR PROFESSIONAL AUDITING SERVICES FROM KEEFE MCCULLOUGH TO CITRIN COOPERMAN & COMPANY, LLP AND AUTHORIZING EXECUTION OF A LETTER OF ASSIGNMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Finance)*

6. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO SET DEPOSIT RATES FOR ESTABLISHING WATER AND SEWER SERVICES IN ACCORDANCE WITH CITY CODE SECTION 27-24 ENTITLED "WATER AND SEWERS: DEPOSITS TO SECURE PAYMENT"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF AUDIO AND VIDEO PRODUCTION AND BROADCASTING EQUIPMENT AND PROFESSIONAL SERVICES FROM BIS DIGITAL, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING TIPS CONTRACT NO. 230901; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

8. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00) FOR CDW-G; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

9. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM SHI INTERNATIONAL CORP. THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND FISCAL YEAR 2023-24 APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Information Technology)*

10. RESOLUTION NO. 2024-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF COMMERCE FOR THE STORMWATER MASTERPLAN PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

11. RESOLUTION NO. 2024-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING FOR BUS STOP SHELTER ADVERTISING, MAINTENANCE AND REPAIR SERVICES UTILIZING STATUTE 337.408

TITLED "REGULATION OF BUS STOPS, BENCHES, TRANSIT SHELTERS, STREETLIGHTS POLES, WASTE DISPOSAL RECEPTACLES, AND MODULAR NEWS RACK WITHIN RIGHT-OF-WAY"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

12. RESOLUTION NO. 2024-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF STORMWATER RESERVE FUNDS IN THE AMOUNT OF ONE HUNDRED NINETY-TWO THOUSAND SEVENTY-TWO DOLLARS ($192,072.00) FOR EMERGENCY STORMWATER CONTROL SERVICES PROVIDED BY KAILAS CORP. DURING A FOUR-DAY STORM EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

13. RESOLUTION NO. 2024-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF DANIA BEACH FOR GRANT FUNDS FOR THE VULNERABILITY ASSESSMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

14. RESOLUTION NO 2024-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A CHANGE ORDER FOR THE PIER RENOVATION PROJECT WITH IMS CONTRACTING, INC., FOR THE INSTALLATION OF SUPPORT BOARDS ON THE INSIDE WOODEN PANELS OF THE PIER IN AN AMOUNT NOT TO EXCEED FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND SEVEN CENTS ($53,737.07); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

15. RESOLUTION NO. 2024-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT #3 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR A THREE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

16. RESOLUTION NO. 2024-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NUMBER THREE TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A NINE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

17. RESOLUTION NO. 2024-_____

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE PURCHASE OF OWNER DIRECT PURCHASES FOR C.W. THOMAS PARK IN ORDER TO OBTAIN SALES TAX SAVINGS AS OUTLINED IN EXHIBIT "A" THAT EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS ($50,000.00); PROVIDNG FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2024-_____

   RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING THE REQUEST FOR PROPOSALS ("RFP") NO. 24-011, ENTITLED "PIER CONCESSION MANAGEMENT" TO HZIP, LLC AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH HZIP, LLC, FOR MANAGEMENT OF THE DANIA BEACH PIER AND BAIT SHOP; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

2. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS ("RFP") NO. 24-006 "PLANNING, ZONING AND CODE COMPLAINCE SOFTWARE" TO TYLER TECHNOLOGY INC. PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EACH OF THE FOLLOWING EIGHT (8) FIRMS FOR SURVEYING AND/OR MAPPING SERVICES: 1) CALVIN, GIORDANO & ASSOCIATES, INC. 2) CAULFIELD & WHEELER, INC. 3) CRAVEN, THOMPSON & ASSOCIATES, INC. 4) ENGENUITY GROUP, INC. 5) FLORIDA TECHNICAL CONSULTANTS. 6) LONGITUDE SURVEYORS, LLC. 7) MILLER LEGG AND ASSOCIATES. 8) SMG DELIVERING DATA.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

4. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM VARIOUS EMPLOYMENT VENDORS IN ACCORDANCE WITH A CITY OF DANIA BEACH REQUEST FOR PROPOSALS (RFP). *(Human Resources)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-087-23) SUBMITTED BY RUMUR PROPERTIES LTD, FOR PROPERTY LOCATED AT 2555 W STATE ROAD 84, WITHIN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development)*

2. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES SECTION 255.065, AFTER HOLDING THE FIRST OF TWO PUBLIC HEARINGS, ACCEPTS AN UNSOLICITED PROPOSAL BY RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) FOR A QUALIFIED PROJECT FOR "THE PIT", A BEACH SPORTS FACILITY AT FROST PARK; AUTHORIZING A SECOND PUBLIC MEETING FOR A DETERMINATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2024-_____

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) FOR REBUILDING LIFT STATIONS NO. 4, NO. 6 AND NO. 11; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2024-_____

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27, "WATER AND SEWER", ARTICLE VI, "STORMWATER UTILITY"; AT SECTION 27-304, ENTITLED "STORMWATER ASSESSMENTS AUTHORIZATION", OF THE CITY CODE OF ORDINANCES TO AUTHORIZE THE CITY TO ADMINISTRATIVELY ALLOW THE CITY TO MODIFY AND EQUITABLY ASSESS STORMWATER UTILITY CHARGES, AFTER REVIEW OF THE ASSESSMENT ROLL, PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

13. DISCUSSION AND POSSIBLE ACTION

1. Purchase of 212 NE First Street and Request to Order Appraisal - *Sponsored by Mayor Ryan*

2. RESOLUTION NO. 2024-_____

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE CITY OF DANIA BEACH POLICY ON THE PLACEMENT OF POLITICAL CAMPAIGN SIGNS ON CITY PROPERTY DURING EARLY VOTING AND ELECTIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Commissioner Salvino)*

3. Dania Beach Chamber of Commerce Sponsorship - Mayoral Address, August 21, 2024 – Ratification of Use of Funds - *Sponsored by Commissioner James*

4. Request to Reschedule the Tuesday, October 8, 2024 CRA Board meeting and City Commission meeting to Monday, October 7, 2024 - *Sponsored by Mayor Ryan*

5. Request to Reschedule the Tuesday, November 12, 2024 CRA Board and City Commission Meeting to Monday, November 18, 2024

14. APPOINTMENTS

1. Education Advisory Board - *2 vacancies*
   - Vice Mayor Lewellen
   - Commissioner Salvino

15. COMMISSION COMMENTS

1. Commissioner Davis
2. Commissioner James
3. Commissioner Salvino
4. Vice-Mayor Lewellen
5. Mayor Ryan

16. ADJOURNMENT

City of Dania Beach
Parks & Recreation Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus- Parks and Recreation - Events Liaison

SUBJECT: Special Events Application Request for the Fiscal Year 2025 Dania After Dark for Event Dates:

- Saturday, October 12, 2024 from 6pm to 9pm
- Saturday, November 16, 2024 from 6pm to 9pm
- Saturday, January 11, 2025 from 6pm to 9pm
- Saturday, February 8, 2025 from 6pm to 9pm
- Saturday, March 8, 2025 from 4pm to 9pm
- Saturday, April 12, 2025 from 6pm to 9pm

Request:
A Special Event is requested by the City of Dania Beach Parks & Recreation Department for Dania After Dark monthly events from October 2024 to May 2025. The requested events are scheduled for the above dates, from 6:00 p.m. to 9:00 p.m., and on March 8, 2025, from 4:00 p.m. to 9:00 p.m. at City Hall located at 100 W. Dania Beach Blvd, Dania Beach, FL 33004.

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

Also, request of waiver of the special event application fees and liquor license permit fees.

Background:
Please join us for another stellar year of the Dania After Dark event series. It promises to offer an extraordinary experience with live entertainment, themed nights, engaging activities, and kid zones. These events are organized to unite the community and allow everyone to partake in the nightlife and entertainment as a collective experience. After an amazing turnout last year, the Dania After Dark series aims to increase attendance and revenue from last year's achievements.

Budgetary Impact
No special event application fee. Request to waive liquor license permit fees.

Recommendation
Applicant, the City of Dania Beach Parks and Recreation, will pay for necessary services recommended below.

It is recommended that the City Commission Approve the Special Events Application request in whole with compliance of the conditions noted below:

Staff	Comments/Conditions
BSO Fire Dept. – Candice Burton	Food Trucks and Cooking Tents must be 10ft apart. Must follow provided guidelines
BSO Police Dept. – Lieutenant Cooper	Recommend 3 special details deputies for this event due to the alcohol sale & road closure needed.
Code Enforcement - Eric Walton	No concerns raised.
Community Dev. – Jack Fisher	Building permits are required for stage, tents, electric and plumbing.
Community Dev. – Barbara Urow	No concerns raised.
Community Dev - Staci Hughes	Approved with conditions. Must obtain all permits for structural, building, electric.
City Attorney – Eve Boutsis	No concerns raised.
HR/Risk Mgmt. – Linda Gonzalez/Farach Bernardin	Conditional Approval pending the vendor submits the certificate two weeks prior the event. ALL COI's requried.
Parks & Recreation – Eric Brown	No concerns raised.
Public Services – Fernando Rodriguez	No concerns raised.

CITY OF DANIA BEACH
SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: Dania After Dark

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

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

Is your event located on the beach? ____ Yes _ X No

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

Expected maximum attendance 500 Expected sustained attendance 500-2000

Has this event been held in the past? _ x Yes ____ No

If yes, please list the past dates, locations and attendance Event was held the second Saturday of each month from June 2018 through May 2024

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

Join us for the revamped Dania After Dark- an extraordinary experience with live entertainment themed nights, engaging activities, and a kids zone. The Special Event is also seeking approval to extend Hotel Dello's liquor license to encompass SW 1st Ave during specific Dania After Dark events

Event Schedule

THEME	DAY OF THE WEEK	DATE	START TIME	END TIME	DURATION
Oktoberfest	Saturday	10/12/24	6:00PM	9:00PM	3 hrs
120th Celebration/Light Up	Saturday	11/16/24	6:00PM	9:00PM	3 hrs
Taste of Dania Beach	Saturday	1/11/25	6:00PM	9:00PM	3 hrs
Dinner At The Hall	Saturday	2/8/25	6:00PM	9:00PM	3 hrs
Wine & Seafood Festival	Saturday	3/8/25	4:00PM	9:00PM	5 hrs
Blues & BBQ	Saturday	4/12/25	6:00PM	9:00PM	3 hrs

PART II: APPLICANT

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

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

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

Email Address: _____ Phone: _____

Event Coordinator Name Ashley Vlasic Phone: 954-924-6800 x3627

Title: Special Events Manager Phone: _____ Cell: _____

Email address: avlasic@daniabeachfl.gov Fax: _____

Additional Contact Name Tyrone Cornileus Will you be on site? ✓ Yes ____ No

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

Email address: _____ Fax: _____

Event Production Company (if other than applicant) _____

Address: _____ City, State, Zip: _____

Contact Name: _____ Title: _____

Phone (day) _____ (night) _____ Cell: _____

Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

Admission/Registration ____ Yes ✓ No If yes, how much? $_____

Alcohol for Sale ✓ Yes ____ No **Alcohol for Fee** ✓ Yes ____ No

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

Bartenders/ID Check

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

Amusement Ride ✓ Yes ____ No
If yes, name a contact of company: Various- Ashley to share info one month prior to event
What type of rides are you planning? Bounce Houses

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

Electricity ✓ Yes ____ No **Generator** ✓ Yes ____ No **Amount of Kilowatts** TBD
Events requiring electricity must be permitted.
Company: HERC Rentals License #: _____

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

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

Fencing or Barricades ____ Yes ✓ No
Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes ✓ No
Name & Contact of Company conducting the show: _____
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors ✓ Yes ____ No **Food Trucks** ✓ Yes ____ No
Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____
State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

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

If so, indicate the type of appliance(s) to be used and the number of each applicant to be used:
N/A Electric Grill(s) # ✓ Gas Grill(s) # ✓ Charcoal Grill(s) # ✓ Smoker Grill(s) # ✓

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

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

Does each cooking appliance have its own dedicated Fire Extinguisher? Yes No
Please Note – Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

Does each cooking area have the proper clearances from all other event areas? ✓ Yes ____ No
Please Note – Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands of bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

Food Truck and vendors that are participating at the event.

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

Music ✓ Yes ____ No
If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.):
Live music, DJ, Emcee, Bands & amplified acoustics will be utilized

List the type of equipment you will use (speakers, amplifier, drums, etc.):
Full concert PA system – speakers, mics, stage wash, bands to provide own instruments. Audio engineer on-site during events.

Stages ✓ Yes ____ No Type (wood, metal, trailer stage, etc.) Trailer/Showmbile
Stages may require permits.

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

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

Parking Impact ____ Yes ✓ No If yes, lot location(s)? ____

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

Road Closings ✓ Yes & ____ No If yes, define Closure(s) SW 1st Ave between Dania Beach Blvd & SW 1st St

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

Sanitation & Waste
Will the event encourage Recycling and Sustainability? ✓ Yes ____ No
Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name City of Dania Beach Contact Corry Taylor Phone 954-924-6800 x3748
All grounds must be cleaned up **immediately** after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police ✓ Yes ____ No

Name Broward Sheriff's Office Phone N/A
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company BSO Contact N/A Phone N/A

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

Quantity and size of each? Will vary with each event. 40X60 tent

Company Name Universal Rentals & Events Contact Rishi Jaglal Phone 954-580-0400
Company Name Sunshine Tent & Events Contact Dev Ramgoolam Phone 954-974-0169

Company Name Fiesta Carousel Contact _____ Phone 305-821-0081

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

Toilets ✓ Yes No ____
All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at (954) 412-7334.

Transportation Plan Yes ✓ No
Any events larger than 5,000 people must have an approved Transportation Plan.

PART IV: SECURITY AND EMERGENCY SERVICES

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

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

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

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

BSO EMS DETAIL REQUIREMENT

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

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

The cost for EMS Detail is as follows:

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

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

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

The cost of apparatus is as follows:

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

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

Payment for Details can be made as follows:

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

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

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

Please visit:
https://www.govpaynow.com/gps/user/plc/a0019h

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: dbspecialevents@daniabeachfl.gov

Site Plan must include the following with application:

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

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

Ashley Vlasic
Event Coordinator Signature

7/8/2024
Date

SITE PLAN

Dania Beach
DeMaio Library
The City of Dania Beach
Dania Beach
Human Resources
PARKING
Bushido Ry
Kids Zone Tent
Bounce House
Bounce House
Stage
Art/Business Exhibitors
Staff Check-in Booths
Food vendors
Barricades
Not pictured: Overflow Parking is being coordinated but will most likely be at Dania Pointe and/or the Casino.

FLGISA
FLORIDA LOCAL GOVERNMENT
INFORMATION SYSTEMS ASSOCIATION

July 17, 2024

City of Dania Beach
Attn: Monica Terrazas
100 W Dania Beach Boulevard
Dania Beach, FL 33004

Congratulations!

The FLGISA Technology Achievement Award is presented by the FLGISA President, with the advice and consent of the FLGISA Vice President at the annual meeting during the last year of the FLGISA's President's tenure in office.

The purpose of this award is to emphasize the significant contributions made by Florida's public technology organizations to the efficiency and effectiveness of the agencies they serve and the public at large within the FLGISA membership.

I want to congratulate you on winning the ***2024 FLGISA Technology Achievement Award, Employee Partnership Project, in Innovative Use of Technology to Service the Internal Operation of the Agency.***

We thank you for your commitment to excellence.

Sandra Stevens
FLGISA President

Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

Requested by Commissioner Tamara James

WHEREAS, since 1981 Feeding South Florida® has worked to end hunger in the city of Dania Beach by providing our community in need with immediate access to nutritious food; and

WHEREAS, hunger does not discriminate. It knows no race, religion, or age. In South Florida approximately one million individuals face hunger. Food should not be an impossible choice for the community of Dania Beach; and

WHEREAS, Feeding South Florida leads hunger and poverty advocacy efforts in our community while transforming lives through innovative programming and education that provides economic growth and overall well-being; and

WHEREAS, the City of Dania Beach is therefore committed to supporting Feeding South Florida so that together we can achieve a hunger-free South Florida.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim September 2024 as:

Hunger Action Month

in the City of Dania Beach, Florida and encourage our residents to join us in supporting Feeding South Florida during this month of action.

COPY

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR

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: August 27, 2024

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

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

Subject: Manager's Report

The International City Manager's Association has reached out to me to lead a session during this year's conference in Pittsburgh. While I have presented on other occasions at the City, County, State and National level, this session has me extremely excited because the topic is recruitment. We are finishing up a guide to recruiting that will be part of the session on Saturday, September 21st. Chief Human Resources Officer Linda Gonzalez will be attending the session, and we will use this opportunity in Pittsburgh to do our own City recruitment. Last year, over 2,500 individuals attended, and it will be a great opportunity for Dania Beach to cast a wider net on the recruitment of talent for our Team!

The summer edition of our award-winning Pioneer Newsletter is out, and our residents are enjoying it, as many have informed us how much they love it! Our newsletter is again in the spotlight, this time on the national stage! We are a finalist for the 3CMA SAVVY Award. This national recognition makes us very excited and proud and to be nominated is a tremendous honor! Kudos to Nannette and Sussette who lead the way in communication and marketing, and continuously improving all we do and how we do it!

More awards and recognition keep coming our way as Dania After Dark received several prestigious awards at the recent Florida Festivals and Events Association (FFEA) Sunsational Showcase. This organization offers competitive awards to honor innovation, impact, and excellence. Winning one of these awards is extremely significant as it reflects exceptional planning, creativity, and community engagement! We received 1st place for Sponsorship and Partnership, and 3rd place for Taste of Dania Beach Photo Opportunity Area, as well as 3rd place for Wine and Seafood Promotional Wine Glasses and Holder! Kudos to Cassi, Ashley, our entire Parks and Recreation Team as well as our Marketing Team!

The 120th City of Dania Beach book is complete. Island Syndicate, our Communications Team, all of you (City Commission) and key Team members did an outstanding job on what has resulted to be a true labor of love that will forever depict the past 120 years of Broward's 1st City, Dania Beach!

We have successfully completed 3 of the 5 2024 CORE Conversations programs and we look forward to September 17th at Chester Byrd Park and October 15th at CW Thomas Park. Communication and Community Engagement continues to be a top priority of this Administration and this City Commission!

3 Sons Brewing Co. has confirmed our date for September 18th from 12:00 p.m. – 2:00 p.m., as together we will brew our 120th special edition beer!

We have the date set for the groundbreaking of the SE Drainage Project, the largest investment in the City of Dania Beach! September 26th at 4:30 p.m., will be a historic day and time in our City. Kudos to Fernando, Dincer, and our Public Services Team involved in this endeavor as well as Frank and our senior Finance Team! There has been an extreme amount of coordination and effort involved in making this happen!

The Nyberg Swanson House is in full restoration/ construction mode, and we look forward to a ribbon cutting event this calendar year! We will schedule as we get closer to completion.

CW Thomas Park is also in full construction mode. The week of August 12th, we marked a critical point as the concrete was laid for a very large portion of the building foundation! We are on track to date for a ribbon cutting celebration in December of 2025.

The IT Parker Center transformation is nearing completion and as October comes around, we will be providing some dates for this very exciting ribbon cutting!

We held the 1st Team meeting with our Mayor on August 20th, as we plan to deliver another outstanding State of the City Address on Thursday October 17th. Our Chief of Staff Maxine is leading the way on this endeavor! More details to come soon!

The bid design services for Olsen Park has closed. Kudos to Sasha, our procurement lead as well as Cassi, Franky and all who worked on this critical phase of what will be a truly amazing new park in our City! We will be bringing the project design company forward for Commission approval in September.

The PJ Meli design services will also come forward for Commission approval next month in September!

Our City designated team members are working on Chester Byrd Park. We are currently securing design firms.

Our City Clerk Elora, and her Team reached out to Broward County Department of Elections and together this July we hosted a voter's registration and information initiative here in City Hall! Kudos Team for planning and executing this initiative as so many new families are moving in to Dania Beach.

Our HR Team is in full open enrollment mode and continues to plan and deliver outstanding services, events, and opportunities for our City Team as investment in human capital is a top priority! Kudos to All!

We have completed all our one-on-one sessions with our City Commission as we anticipate our 4th consecutive budget award, as well as the adoption of Fiscal Year budget 24-25, where our investments will be aligned with the top priorities of our City Commission and our adopted Strategic Master Plan. A special gratitude goes out to our Deputy City Manager Candido Sosa-Cruz, our Chief Financial Officer Frank DiPaolo, and our Deputy Finance Director Yeimy Guzman, who make up the core of our budget team working closely with all city departments and I to continue to perfect our process and ensuring our budget reflects our needs, our progress and the quality of all the municipal services we provide for our beloved Dania Beach!

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: August 27, 2024

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director

RE: Manager's Monthly Report - July 2024 – Community Development Department

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The following is a summary of Community Development Department activity during the month of July 2024.

Community Development Special Projects:

Future Land Use Amendment – RAC: Staff is conducting intergovernmental coordination between Broward County School Board staff and Broward County Urban Planning Division to ensure the adoption of the School Mitigation Agreement. Once approved by the School Board and County Commission, the Broward County Planning Council can recertify the City's application.

Comprehensive Plan: Staff continues to work with our consultant to respond to Broward County Planning Council on the recertification of the City's Comprehensive Plan.

Tiny Homes / Micro-Units: Staff is working with a consultant on researching Regional and National best practices and trends as it relates to Tiny Homes and Micro-Units. Possible text amendment to follow.

Survey and Mapping RFQ: Community Development staff made up the Selection Committee for the RFP. Working with the Procurement staff, Community Development reviewed and ranked 16 firms who responded to the RFQ. This will be brought to the City Commission on August 27, 2024.

Building Division:

The Building Department reviewed and issued 283 building permits and conducted 1,207 inspections. The Department issued one Temporary Certificate of Occupancy for Dania Apartments.

Planning and Zoning Division:

SP-038-03MOD4 MAIMONIDES SITE PLAN MOD: This project is a previously approved site plan for the construction of a school. The modification request is to build a new parking lot with 53 spaces. The project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 31 new Certificates of Use applications for new businesses in the City for the month of July.

The Zoning Division processed, inspected, and approved two new Vacation Rental Certificates and issued zero renewals of existing operating Vacation Rentals for the month of July.

Code Compliance Division:

Code Compliance staff monitor the Downtown City Center focusing on blight, graffiti, illegal signage and dumpster enclosures.

A total of 96 complaints were submitted this month into the City's Ask Dania Beach App and were inspected by Code staff.

Code works with Public Services to address bulk trash and nuisance issues throughout the City. A total of 46 code notices were issued this month.

Code is monitoring political signage throughout the City until the election in November.

Code received five complaints in the month of July for noise violations, see below for details:

DATE	ADDRESS	COMPLAINT	CODE OFFICER	RESOLUTION
7/2/2024	4137 Stirling Rd #202	Ball slamming onto wall	Ricky Ali	Unfounded. Advised complainant to contact BSO as noise is occurring in the late evening hours.
7/6/2024	402 SE 5 St	Loud Noise	Christina Caserta	Issued an irreparable violation notice – Scheduled for the 9/12/24 Special Magistrate Hearing.
7/20/2024	414 SE 5 St	Loud Noise/Music	Christina Caserta	Issued an irreparable violation notice – Scheduled for the 9/12/24 Special Magistrate Hearing.
7/21/2024	414 SE 5 St	Loud Noise/Music	Christina Caserta	Issued an irreparable violation notice – Scheduled for the 9/12/24 Special Magistrate Hearing.
7/27/24	111 SW 1 Ct	Construction Noise on Sunday	Anson Westberry	Issued an irreparable violation notice – Scheduled for the 9/12/24 Special Magistrate Hearing.

Code received eight complaints in the month of July for Vacation Rentals violations, see below for detail:

DATE	ADDRESS	COMPLAINT	CODE OFFICER	RESOLUTION
7/3/2024	402 SE 5 St	Too many occupants at the property.	Ricky Ali	Property was advertised for over the permitted occupants allowed and issued a recurring violation notice. Complied on 7/18/24 but case will be taken to the Special Magistrate on 9/12/24 for a "Finding of Fact."
7/5/2024	4406 SW 37 Ave	Owner advertises when code not working. House currently occupied w/ patrons and six vehicles in the driveway	Michelle Shahryar	Unfounded staff will continue to monitor. This property was cited previously on June 4th for not having a vacation rental certification, BTR, CU and is scheduled for the Special Magistrate hearing on 9/12/24.
7/6/2024	402 SE 5 St	Loud Noise	Christina Caserta	Issued an irreparable violation notice – Scheduled for the 9/12/24 Special Magistrate Hearing.
7/8/2024	4496 SW 50 St	Airbnb-cars parked on the grass & street sometimes	Michelle Shahryar	Unfounded staff will continue to monitor.
7/16/2024	4401 SW 37 Ave	Vacation Rental – 15 people at property	N/A	Unfounded. Not valid address.
7/22/24	402 SE 5 St	Too many occupants at property	Christina Caserta	BSO Report – Issued a repeat violation notice for too many occupants – Property to go before the 9/12/24 Special Magistrate.
7/26/2024	235 SE 6 St	Airbnb w/o short term rental agreement – cars always parked everywhere including on their property	Christina Caserta	Unfounded staff will continue to monitor.
7/29/2024	4406 SW 37 Ave	Vacation Rental	Ricky Ali	Issued violation notice for violating the minimal stay requirement. Complied on 8/9/24.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking, and noise violations.
- Staff reported five violations at the beach in the Ask Dania Beach App including safety issues, and aesthetics.
- Staff is continuing to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, placement of tents, smoking, bonfires, and dogs. 825 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.

CITY OF DANIA BEACH
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: August 19, 2024

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy, City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer *LG*

RE: Human Resources and Risk Management Report

The following is a summary of the last month's Human Resources and Risk Management activities.

Open Recruitment (3)

- Receptionist
- Planner
- CRA Economic Development Manager

Interview/Offer Process (10)

- Lead Maintenance Technician
- Recreation Coordinator I
- Beach Ranger
- Equipment Operator I (Water Meter Reader)
- Cemetery Assistant
- Beach Lifeguard On-Call (2)
- Service Worker II
- Recreation Assistant PT (2)

Background Process (6)

- Risk Management and Talent Acquisition Specialist
- Recreation Assistant PT
- Beach Lifeguard PT
- Park Custodian PT
- Accountant (2)

Recent Hires/Status Changes (9)

- Equipment Operator II
- Beach Ranger PT (2)
- Summer Camp Counselors OC (2)
- Recreation Coordinator I
- Recreation Assistant PT (2)
- Beach Lifeguard PT

We continue to focus on recruitment and retention strategies for our teams. During the week of August 12, we held Staffing and Recruitment Planning meetings with Finance, Community Development, Public Services and Parks and Parks and Recreation teams. We reviewed their needs for the upcoming fiscal year to include new positions, retirements, training and development and provided highlights of other HR initiatives in the pipeline. Upon conclusion of the meetings, we determined that that there are 15 positions included in the FY 2025 proposed budget for recruitment. We were also asked to research professional development resources for two departments.

Training and Development

On Thursday, July 25, we conducted our third-quarter New Hire Onboarding session, welcoming new team members and providing them with essential information to help them thrive in their roles. On the same day, we also held a "90-day Call-Back/Check-In Session" for team members who participated in our previous onboarding session on April 11. It was a valuable opportunity to reconnect and gather feedback on their experiences. We were pleased to receive positive feedback about the City's benefits, employee events, and management commitment to supporting our team members.

A new Health and Safety training session was held on July 2, hosted by Paula Rojas, the City's United Health Care (UHC) representative. This session focused on Sun Safety. Multiple team members attended this very informative session.

We are preparing for the annual Reasonable Suspicion training schedule for September 26. This session is designed to ensure compliance with legal requirements and regulations concerning reasonable suspicion testing. This training is mandatory for all supervisors of CDL Drivers, as mandated by FDOT.

Team Member Events

On Thursday, July 18, in celebration of National Ice Cream Day, we hosted a delightful Ice Cream Social in partnership with Jaxon's Ice Cream Parlor. The event provided a great opportunity for our team members to take connect with colleagues. Team members provided great feedback about the event.

Risk Management, Wellness and Safety

We have also completed our annual renewal applications for our flood policies and our insurance broker will be sending out to obtain quotes for the City.

Our Worker's Compensation and Claims review meeting was held on Thursday, August 1.

Our "Thriving Thursdays" wellness sessions held on July and August 8 was a great success! We had a fantastic turnout, and team members have continually expressed their appreciation for City's care and concern for their health and wellbeing. The next scheduled session will be held on September 13. In the new fiscal year, we plan to hold these sessions on a quarterly basis.

We are preparing for our fourth quarterly Health and Safety Committee Meeting to be held on August 29.

Compensation and Benefits

The City's Open Enrollment period is scheduled from August 19 to August 30, and we have already sent out packages to all team members. We strongly encourage team members to attend the Open Enrollment session, which will provide a valuable refresher on our comprehensive benefits package. The session will be held at City Hall in the NW Conference Room on August 29 at 1:00pm. This year, employees will see a decrease in premiums once again. Dental, vision and other insurance plans will remain unchanged.

Our newest health benefit Headspace has been submitted for approval at the next commission meeting, if approved the benefit will be effective October 1, 2024, for all full-time employees (pending ratification for AFSCME covered positions).

Continuous Improvement Projects

We are finally in the training stage of our project with our IT partners:

- Bulk Upload of documents into Laserfiche – Working with vendor to finalize name recognition format. This will provide for automated signature and document filing for policy and communication update.

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: August 20, 2024

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

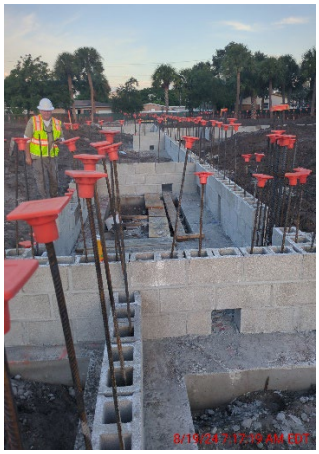
FROM: Cassi Waren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

Project updates:

- CW Thomas Park – Construction is going as planned. Cement was laid for a portion of the building foundation the week of August 12th.



- IT Parker – Renovations ongoing
- Mullikin Park – The bid for construction services has closed and is being reviewed by procurement. The recommended contractor will be brought before City Commission for approval in September.
- Olsen Middle School – The bid for design services has closed and is being reviewed by procurement. The recommended design firm will be brought before City Commission for approval in September.
- Chester Byrd Park – Staff is in the beginning stages of securing a design firm for the design of the park.
- PJ Meli Park – The bid for design services has closed and is being reviewed by procurement. The recommended design firm will be brought before City Commission for approval in September.

Summer Camp concluded, and it was a fantastic summer with records numbers for the department. We served 403 participants throughout Summer Camp at CW Thomas, Frost Park and PJ Meli Aquatics Center, Teen Camp and Junior Lifeguard Camp bringing in a total revenue of $81,361.00.

The annual Back to School Beach Cleanup was held on August 1st and was another great success.

Special Events staff are gearing up for the new years Dania After Dark series. Ticket sales are open for the October 12th Dania After Dark Oktoberfest event. 120 tickets have been sold thus far.

Ocean Rescue had an active busy summer as expected in addition to running the Jr Lifeguard camps. Staff is excited to report that 12 Jr. Lifeguard participants went to compete in the Junior Lifeguard Championship at the end of the summer in Boca Raton. In addition to the Jr. Lifeguards competing this summer, a team of Dania Beach Lifeguards traveled to compete in the USLA Regional Tournament hosted by Navarre Beach Ocean Rescue. Dania Beach finished 7th out of 16 teams.

Ocean Rescue Report:

- Rescues – 5 rescues, 6 victims
- Medical – 2
- Law Enforcement Calls – 3
- Missing Persons – 1
- Wildlife or Domestic Rescues – 0

With the new school year starting, we have kicked off our third year of running aftercare at Frost Park, CW Thomas Park and PJ Meli Par. Frost Park's is roster is full, CW Thomas has 27 children registered with 3 open spaces and PJ Meli has 21 children registered with 9 open spaces. We expect these spaces to fill up in the next coming weeks with later registrants.

Senior programming has been on summer hiatus but will resume their routine programming in September.

Athletics staff is working hard to bring a variety of sports to the City. Youth basketball will begin in October at Frost Park, soccer will resume in September Frost Park, free lacrosse clinics are in plans at Frost Park and Skyhawks Sports Academy will be bringing baseball and tennis to Frost Park in the fall and finally Pickleball will be added at Frost Park.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park

- Tint Tots at CW Thomas Park
- Grooving Gourmets at CW Thomas Park
- Adult Kickball at PJ Meli Aquatic Complex
- YAC at PJ Meli Aquatic Complex
- Tot Time at PJ Meli Aquatic Complex
- Karate at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Little Sluggers at PJ Meli Park
- Kreation Station at Frost Park
- Football and Cheer at Frost Park (due to CW Thomas construction)

Staff continues to evaluate the current and new programs to ensure we are offering the best programs for our community for all ages. Be on the lookout for new programming rolling out in the next couple of months.

CITY OF DANIA BEACH
MARKETING AND COMMUNICATIONS
DIVISION MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: August 20, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

Ongoing Communication

The City's website, social media, and digital signs/TV Channel 78 are continuously updated with relevant, new, and important information. Media support is provided to all City departments and their projects. There is a continuous effort to grow digital communications and engagement by implementing best practices. Below are the latest social media, website, and visual communications including special event activities in the months of June through August 2024:

- Continued coordination with Island Syndicate on the 120th commemorative book.
- Mentored and coached interns - internship ended July 2024.
- Finalized and published the summer edition of Pioneer.
- Created, finalized, and printed the Huddle.
- Promoted, photograph and organized recording of the Back-to-School Cleanup event.
- Filmed various departments to collect B-roll footage.
- Launched marketing plan for Dania After Dark (DAD) and Oktoberfest including the bus shelters.
- Designed materials for the employee ice cream party.
- Pre-production of the HR recruitment video.
- Promoted sandbag distribution.
- Promoted CORE Conversations and the stormwater master plan meetings.
- Promoted the new Arts Park.
- Created graphics and promoted the Juneteenth Freedom Celebration.
- Activated the Alert Dania Beach emergency notification system and developed and executed a promotional plan that has resulted in 5,470 subscribers.
- Created graphics and promoted the Juneteenth Freedom Celebration.
- Monitored and developed messaging for July Tropical Storm Debby.
- Analytics –
    - Email campaigns: 6,526 subscribers, 62% open rate and 5% click through.
    - Facebook: Reach, 151K; New followers, 223; Followers, 10K; Post engagement rate, 5.98%
    - Instagram: Profile impressions, 44K; Reach, 36K; Page visits, 1.7K; New Followers, 694; Followers, 7.1K; Post engagement rate, 6.21%
    - X: Followers, 2.8K; Post impressions, 15,698; Post engagement rate, 4.18%
    - YouTube: Page video views, 975; Subscribers, 546
    - LinkedIn: Followers, 1,163; New Followers, 31; Page views, 494

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: August 27, 2024

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – June 25 through August 26, 2024**

Provided below is a summary of the main PSD project activities for roughly the past eight weeks:

SW 34th Court Drainage Project – This project will significantly mitigate the flooding in this roadway just south of Griffin Road. It is designed and permitted; however, the State grant funding agreement is pending, and it expected to be received in the coming two weeks. Once this is executed, it is expected that the project's bidding process will allow for work to begin in the October – November time frame.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of the park will replace the restrooms adjacent to the sand. That facility will be converted to much-needed, upgraded and larger storage space for the park's maintenance operation. Design started in June and an important step, the site survey, is under way. The work on the facilities expected to begin in the first half of FY25.

Stormwater Master Plan (SWMP) – Chen Moore and Associates has continued the extensive data collection and analysis over the past two months. Their team has been mapping drainage basins, continuing to compile the inventory of existing structures, and employing computer models to conduct the analysis. A successful public workshop was held in mid-July, to be followed by a final one in September. The input received will be incorporated into the consultant's drainage modeling. The SWMP is expected to be substantially complete by late Fall 2024.

SW 52nd Street Drainage Repair – This project is an important continuation/second phase of the SW 43rd Terrace project completed roughly five months ago. Drainage pipes, inlets, and swale regrading will be included in the work. The contract award to ATC Engineering was approved by the Commission in late May, and the pre-construction meeting was held in June. Earlier this

FJR/fjr

\continued…

month the Notice to Proceed was issued and the work began in mid-August. The project's substantial completion is expected by the end of calendar 2024.

City Hall Exterior Improvements – This project entails the total replacement of the surface parking lot between City Hall and the parking garage with a green area bordered by a walking path which will include new lighting. The bidding process for the work completed and PSD is in the final stages of contract finalization. The pre-construction meeting was held in early June, with work expected to start by mid-July. Some complications with the permit review process have let to delays, but the project will likely be under way by mid to late September with completion expected in the mid-November time frame.

Citywide Landscape Master Plan – The design for the Griffin Road median sections east of I95 has been recently completed and was presented to the Commission in November. Final approval by the City was provided later that month. This was followed by a final review of the plans draft by PSD staff. Permitting related to contractual requirements from the Florida Department of Transportation (FDOT) has been completed. The bidding process and the start of work projected in September, with the project is expected completion in the first quarter of 2025.

Nyberg Swanson House Refurbishing Project – Following the approval of the County's Historic Review Board project work began in the latter part of July. It will take roughly six months to complete, with projected to be substantially complete by early December.

SE Drainage Project –The long-awaited project's preparatory field work got under way in August, with full-bore construction activity projected to be reached by mid-September. Phase I of the project construction is expected to take roughy 18 months to complete.

GRANTS

Florida Department of Transportation (FDOT)—The City is applying for an FDOT Landscaping Grant to offset the cost of the installation of new landscaping E. Dania Beach Boulevard. This roadway segment is the next phase of the Citywide Landscape Master Plan. The DB Boulevard segment is currently in the design phase. The grant application requires a resolution authorizing it. The PSD will prepare the required resolution for the September 24, 2024, City Commission meeting.

Florida Division of Emergency Management (FDEM) – The City's 2024 federal legislative request for funding to build an emergency operation center (EOC) was awarded in the amount of $637,195. FDEM administers the EOC Grant Program for the Federal Emergency Management Agency. PSD is preparing the required Needs Assessment for the EOC.

Lift Stations

PSD is reviewing funding opportunities through the Resilient Florida Program and the Department of Housing and Urban Development (HUD) to assist in construction funding for three sewer lift stations.

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM

DATE: **August 19, 2024**

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: **Dania Beach Memo to City Manager**

Please see the requested information below concerning the June 18, 2024, through August 19, 2024, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations.
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews.
- Agenda reviews team conference calls.
- Agenda reviews with Commissioners.
- Dania Beach Commission Meeting
- BSO Ops Conference call with District Chiefs – Daily morning operations review.
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, extensions for grants filed – This is still on going as of 08/19/2024.
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 08/19/2024.
- ISO Assessment – Completed August 13, 2024 -
- Fire Truck (Quint 1) our ladder truck has been refurbished at Ten8 service center in Georgia. Final Inspection was conducted with site visit on 05/07-9/2024, with a small list of items to be corrected. Delivery at BSO Fleet Facility is 08/19/2024
- High Water Fire Rescue Vehicle Purchase Order
- Emergency Operation Center – Continue to work with Architect
- SAFER Grant – Waiting on Federal response
- New Hire Orientation Meeting

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM

- BSO NFORS Training – Reporting Data System
- CORE Conversation Meetings
- Dania Beach Back to School Backpack and Beach Clean up
- Broward County Board of Rules and Appeals meeting 08/08/2024
- BSO Awards Ceremony
- Purchase Order High Rise and Standpipe training device for firefighters

Training during this period – ISO Hydrant Testing and Target Hazard reviews by all crews at FS1 and FS17.
Fire Based Multi Company Fire Training Initial Fire Attack
First Responder Wellness – All Personnel
ACLS and BLS – Recertification all personnel ongoing

Community Outreach –
FS1 crew Battalion Chief 17 and Dania Beach Fire Inspectors FSSA Safety Walkthrough – Olsen Middle School
FS1 and District Chief Sandbag Distribution with City Team
FS1 crew Lighthouse Community Church Helper Day
FS17 crew Lighthouse Community Church Annual Fishing Event

CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: August 19th, 2024

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

FROM: Jason Tarala, Captain/Chief - Broward Sheriff's Office

RE: Dania Beach Monthly Memo to City Manager – August 2024

Below are the monthly crime reports for part 1 crimes from 7/13/2024 to 8/14/2024:

BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH

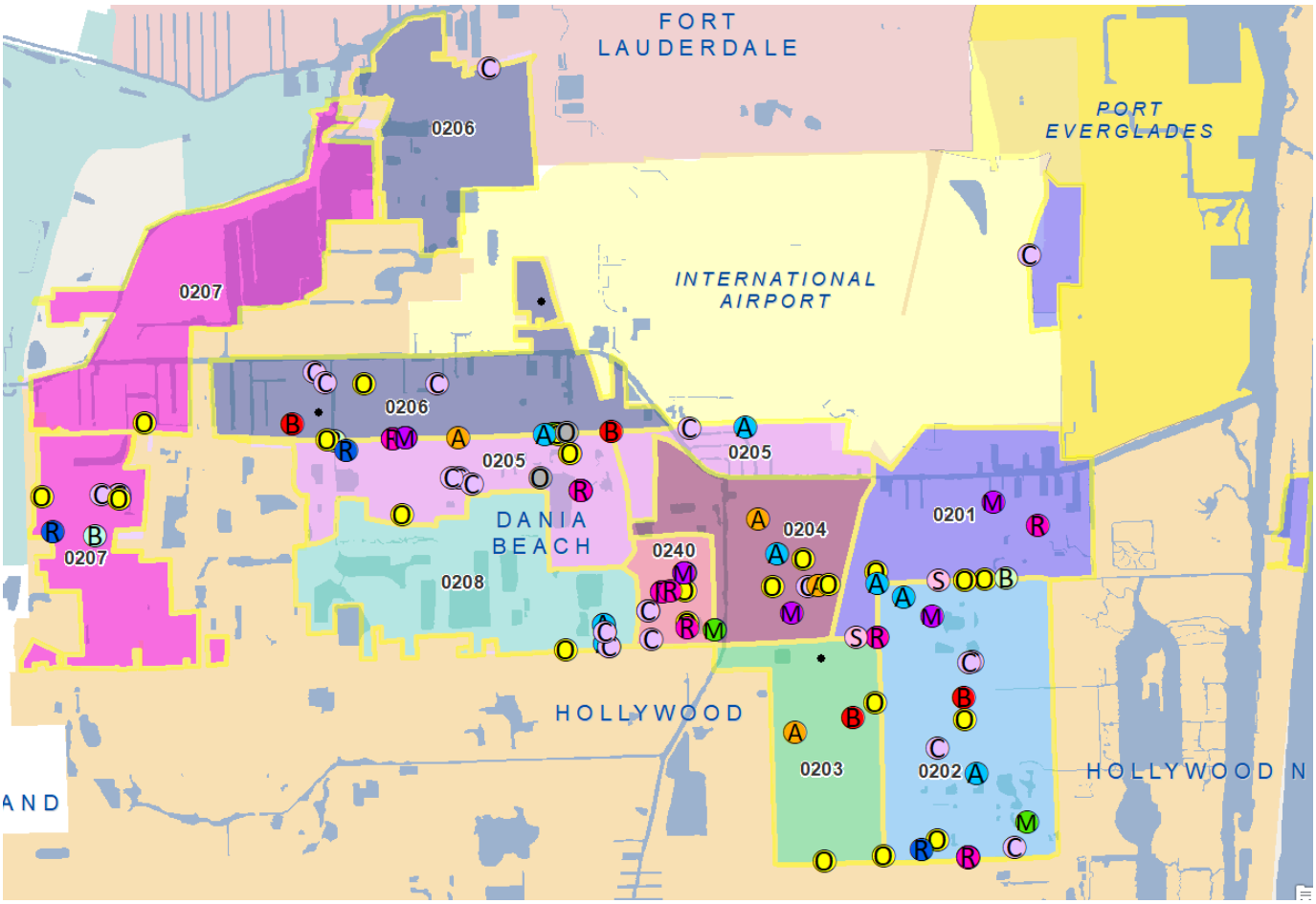
MONTHLY CRIME REPORT
7/13/2024 - 8/15/2024

Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT			1	2	1			1		5
AGGRAVATED BATTERY		1	1		1	2				5
AUTO THEFT	1	2		2	2			2		9
AUTO THEFT - MOTORCYCLE		1		1						2
AUTO THEFT - OTHER					1	1				2
BURGLARY BUILDING/STRUCTURE	1		1			2				4
BURGLARY CONVEYANCE	1	4		1	4	4	3	5	2	24
BURGLARY RESIDENCE		1		1	1		1			4
ROBBERY									1	1
ROBBERY BY SUDDEN SNATCHING	2	1								3
SEXUAL BATTERY							1		1	2
THEFT - ALL OTHER	2	4	3	3	4	4	5	1	2	28
THEFT - BICYCLE	1				1	1			1	4
THEFT - MOTOR VEHICLE PARTS	1	1		1		3			2	8
THEFT - RETAIL / SHOPLIFTING		3	2		5	3			5	18
THEFT FROM BUILDING						1				1
Grand Total	9	18	8	11	20	21	10	9	14	120

Monthly Crime Report

120 Incidents

- All Other Values (5)
- AGGRAVATED ASSAULT (5)
- AGGRAVATED BATTERY (5)
- AUTO THEFT (9)
- AUTO THEFT - MOTORCYCLE (2)
- AUTO THEFT - OTHER (2)
- BURGLARY CONVEYANCE (24)
- BURGLARY RESIDENCE (4)
- ROBBERY (1)
- ROBBERY BY SUDDEN SNATCHING (3)
- SEXUAL BATTERY (2)
- THEFT - ALL OTHER (27)
- THEFT - BICYCLE (4)
- THEFT - MOTOR VEHICLE PARTS (8)
- THEFT - RETAIL / SHOPLIFTING (18)
- THEFT FROM BUILDING (1)



Notable Increases/Decreases

When compared to the previous report:

- Overall, part 1 crimes **decreased** by 20%, due to a decline in auto thefts and shoplifting.
- Auto thefts **decreased by 50%,** declining from 26 thefts to 13.
- Burglaries did not change, remaining at 32 reported incidents.
- Robberies **decreased by 20%**, reducing from 5 incidents to 4.
- Theft of motor vehicle parts **decreased by 50%.**
- Retail thefts and shoplifting **decreased by 37%.**

Total Arrests

7/13/2024 – 8/15/2024
106

- 71 arrests made by Road Patrol
- 25 arrests made by the Crime Suppression Team
- 10 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- Criminal Investigations detectives arrested a suspect for stealing over $10,000 in supplies from a yacht company. This suspect was wanted for numerous crimes throughout the state.
- Criminal Investigations detectives also arrested a suspect responsible for multiple burglaries, auto thefts, and grand thefts. Most of the stolen property was recovered. Since this arrest we have seen a decrease in thefts and no increase in burglaries.
- A suspect rented a trench digger using a fake ID, and later stole the equipment. The suspect's identity was discovered through investitive means, and she was located and charged accordingly.
- A victim's roommate burglarized her bedroom, robbed her of her cell phone, and stole $4300 from her. The male suspect was located, interviewed, and charged accordingly. A portion of the stolen funds were recovered.
- A senior employee from a local business was arrested and charged with embezzling over $1.1 million dollars from the company over the last five years.

Proactive Enforcement

Crime Suppression Team detectives conducted a narcotics investigation on a residence at 22 SW 6th Ave. This resulted in a search warrant being executed on the home and two suspects being arrested for trafficking MDMA. One suspect also had outstanding warrants for false imprisonment and aggravated assault with a firearm.

Throughout the past month, a total of 25 arrests were made by CST detectives. One gun was also successfully seized.

Motors/Commercial Vehicle Enforcement

- A "Back to School" operational plan was initiated. Dania Beach Motors Unit teamed up with the Airport district motor deputies to increase police visibility, enforcement, and education of pedestrian safety in various Dania Beach school zones. In total, 27 warnings and citations were issued during the operational plan.
- Earlier in July, BSO's Regional Traffic Unit kicked off their annual Operation Summer Splash traffic enforcement initiative. Two days were dedicated exclusively to Dania Beach, focusing on aggressive driving, speeding, distracted driving, and driving under the influence. 93 citations and 62 warnings were generated from the event.
- Between the Motors Unit and road patrol deputies, 349 warnings and citations were issued during the last four weeks.
- Speed trailers are deployed along SW 53 Ct and SW 40th Ave. Speed has reduced in the area and there were not recent complaints from residents. LPR trailers are also active and deployed. An additional message board is currently deployed along 3300 Griffin Rd.

Homeless Outreach Team

- Deputies, along with public works employees, secured the vacant building at 148 N Federal Hwy. Transient residents recently gained access and were living on the second floor.
- A homeless man was arrested for obstructing the public sidewalk for several days. Deputies made numerous attempts to reason with the suspect and find alternative solutions for him, but he refused to leave. Historically, this suspect has been offered transportation and shelter services, but has consistently declined.
- Ongoing patrols continue along SW 4 Ave, along the FEC railroad tracks, all city parks, and City Hall.
- Over the past 4 weeks over 15 quality of life arrests have been made between the homeless outreach team and patrol deputies.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

Dania Beach Summer Break Spot - DOD/ERT Unit – **July 2, 2024 -** The Department of Detention's Emergency Response Team visited (3) of our local parks—Frost Park, CW Thomas Park, and PJ Meli Park. During their visit, they engaged with the children, explaining the Emergency Response Team (ERT) 's critical role within the detention facility.

The ERT is responsible for responding to various high-stakes situations that may arise inside the jail. They detailed their training and readiness for handling incidents, such as inmate riots, where their primary goal is to restore order and ensure the safety of both the staff and inmates. They also discussed other scenarios they might face, including emergency evacuations, searches for contraband, and the safe and secure transportation of inmates.

Through these educational sessions, the Emergency Response Team helped the children better understand the importance of their work, the skills required to perform their duties, and the challenges they face daily to maintain a secure and orderly environment within the detention facility.

Jewish Summer Camp – July 2, 2024 – Dep. Session and Dep. Hoff spoke with approximately 30 children about what it takes to become a law enforcement officer. They provided an in-depth overview of the skills, training, and dedication required for the role, emphasizing the importance of integrity, physical fitness, and a commitment to public service.

During their discussion, both detectives demonstrated some of the tools and equipment use in the field to ensure compliance from suspects, such as handcuffs, batons, and other non-lethal devices. These demonstrations helped the children understand the practical aspects of maintaining safety and enforcing the law.

Additionally, we gave the children a glimpse into the daily life of an inmate at the Broward County Jail. We explained the routines, rules, and regulations that govern an inmate's day, providing insight into the structure and discipline within the detention facility. This part of the presentation aimed to educate the children about the consequences of unlawful behavior and the importance of making positive life choices.

Overall, our session aimed to inspire the children to consider careers in law enforcement while also educating them about the realities of the profession and the justice system.

Dania Beach Summer Break Spot - DOD/K-9 Unit – **July 16, 2024 -** The Department of Detention's K9 Unit Detectives visited (3) of our local parks—Frost Park, CW Thomas Park, and PJ Meli Park. During the visit, the children got the opportunity to see how a K9 dog tracks items they are trained to detect. An item was hidden and the children observed the K9 dog conduct a search and locate the item. They were also able to ask questions about the day-to-day life of a K9 handler.

BSO/Lighthouse Community Church Mentor Group Fishing Event – **July 19, 2024** – Dep. Session and Dep. Hoff held our 2nd fishing event with the youth from the Lighthouse Community Church Mentor Group. 20 youth got the opportunity to enjoy a day of fishing and bonding with Dania Beach deputies and Captain Tarala.

Dania Beach Summer Break Spot – Marine Unit – **July 30, 2024** – BSO Marine Unit visited (3) of our local parks – Frost Park, CW Thomas Park, and PJ Meli Park. During the visit, the children got the opportunity to view/tour the Marine Boat and learn the responsibilities of a Marine Unit Deputy. They also received tips on water safety.

Beach Clean Up/Bookbag Giveaway – **August 1, 2024** – Participated in Commissioner Joyce Davis's Annual Beach Cleanup & Bookbag giveaway.

Meetings Zoom/In Person

- **July 11, 2024 –** Pura Vida Grand Opening **–** 10:00am
- **July 26, 2024 –** Dismas Charities Quarterly Meeting – 11:00am
- **August 8, 2024 –** Crema Grand Opening – 11:00am

BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
7/13/2024 – 8/15/2024

THERE WERE A TOTAL OF 347 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone	Total
03-HIT & RUN	3
04-ACCIDENT-MINOR	9
04E-ACCIDENT ROLLOVER OR EXTRICATION	1
09-STOLEN TAG	4
10-50 TRAFFIC STOP	4
10-STOLEN VEHICLE	1
13I-SUSPICIOUS INCIDENT/PACKAGE	21
13P-SUSPICIOUS PERSON	1
13V-SUSPICIOUS VEHICLE	1
14-INFORMATION	7
20-MENTALLY ILL PERSON	1
21V-BURGLARY VEHICLE/VESSEL	2
22-DISTURBANCE/NUISANCE	5
25VF-VEHICLE FIRE	1
30-LARCENY	7
31-ASSAULT	3
35-SEXUAL ASSAULT	1
36-FIGHT	1
37-DISTURBANCE JUVENILE	1
38-DOMESTIC DISTURBANCE	2
40-VANDALISM/MALICIOUS MISCHIEF	2
41AR-ROBBERY-ARMED	1
49A-AUDIBLE/INTRUSION ALARM	13
49S-SILENT ALARM	1
51-TRESPASSING	5
66-CIVIL MATTER/CUSTODY ISSUE	11
67DB-MEDICAL-DIABETIC	1
67OB-MEDICAL-OBSTETRICAL	1
68-POLICE SERVICE CALL	196
72-LOST/FOUND PROPERTY	4
73-TRAFFIC/PARKING COMPLAINT	3
74-RECALL	6
76-AOA (ASSIST OTHER AGENCY)	9
911 HANG UP/DROP OFF	18
Grand Total	**347**

Part 1 Crimes - 240 Zone	Total
BURGLARY CONVEYANCE	2
ROBBERY	1
SEXUAL BATTERY	1
THEFT - ALL OTHER	2
THEFT - BICYCLE	1
THEFT - MOTOR VEHICLE PARTS	2
THEFT - RETAIL / SHOPLIFTING	5
Grand Total	14

THERE WERE A TOTAL OF 47 NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date	Address	Zone
7/27/2024 11:12:23 PM	1101 W DANIA BEACH BLVD	0204
7/28/2024 12:21:55 AM	1101 W DANIA BEACH BLVD	0204
7/13/2024 9:45:25 PM	1200 OLD GRIFFIN RD	0204
7/13/2024 9:43:29 PM	1401 OLD GRIFFIN RD	0204
7/14/2024 11:22:38 PM	150 S BRYAN RD	0204
7/19/2024 10:03:26 PM	180 E DANIA BEACH BLVD	0202
7/19/2024 10:41:09 PM	180 E DANIA BEACH BLVD	0202
7/19/2024 9:52:50 AM	207 NE 3RD AV	0201
7/18/2024 8:29:15 PM	210 NE 2ND CT	0201
7/16/2024 12:21:57 AM	217 SE 3RD TER	0202
7/13/2024 11:53:45 PM	25 NE 1ST CT	0201
7/26/2024 11:46:29 PM	254 E DANIA BEACH BLVD	0202
7/14/2024 1:16:11 AM	26 NE 1ST AV	0201
7/13/2024 11:53:50 AM	2600 SW 54TH PL	0208
7/15/2024 10:50:18 AM	2600 SW 54TH PL	0208
7/15/2024 12:00:27 AM	2741 GRIFFIN RD	0206
7/27/2024 2:09:28 AM	307 DIXIE HWY	0203
7/27/2024 11:21:25 PM	321 SHERIDAN ST	0202
8/1/2024 11:47:35 PM	381 SHERIDAN ST	0202
7/29/2024 11:56:25 PM	4 N FEDERAL HWY	0201
7/22/2024 8:51:46 PM	402 SE 5TH ST	0202
8/6/2024 7:22:55 PM	4100 SW 52ND CT	0207
8/7/2024 9:50:29 PM	4111 STIRLING RD	0207
8/4/2024 4:54:23 PM	4449 SW 50TH ST	0207
7/26/2024 12:31:54 AM	4633 SW 28TH AV	0206
7/16/2024 2:27:40 AM	4701 SW 33RD AV	0206
7/14/2024 12:12:41 AM	4781 SW 39TH AV	0207
8/4/2024 11:07:52 PM	4781 SW 39TH WAY	0207

7/13/2024 9:17:01 AM	4833 SW 44TH TER	0207
7/14/2024 9:28:24 PM	4930 LEEWARD LN	0205
7/21/2024 8:01:12 PM	5145 SW 26TH AV	0205
7/19/2024 10:32:03 PM	54 SW 15TH ST	0203
7/13/2024 7:08:24 PM	550 SE 13TH ST	0202
8/12/2024 12:54:38 AM	5820 LAKESHORE DR	0208
7/19/2024 11:06:22 PM	60 SW 15TH ST	0203
7/21/2024 2:09:39 AM	601 E DANIA BEACH BLVD	0201
7/17/2024 10:24:28 PM	602 NW 1ST ST	0204
7/27/2024 9:01:07 AM	602 NW 3RD ST	0204
7/28/2024 1:07:51 AM	716 SW 5TH ST	0203
7/16/2024 4:27:30 AM	825 E DANIA BEACH BLVD	0201
7/16/2024 4:34:23 AM	825 E DANIA BEACH BLVD	0201
7/16/2024 5:22:42 AM	825 E DANIA BEACH BLVD	0201
7/16/2024 6:10:02 AM	825 E DANIA BEACH BLVD	0201
7/13/2024 5:39:37 PM	826 ARGONAUT ISLE	0205
8/3/2024 10:34:57 PM	840 W DANIA BEACH BLVD	0204
7/27/2024 12:00:06 AM	E DANIA BEACH BLVD / SE 3RD AV	0201
7/23/2024 4:47:52 AM	NW 5TH AV / NW 3RD TER	0204

City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, Florida 33004
August 8, 2024

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000737	Active C	H-FIRST HEARING - First Hearing	222 SW 3 ST	RAMOS, JOSE E & LLINAS RAMOS, DEMARIS	Alberto Chavarria
2024-00000766	Active C	H-FIRST HEARING - First Hearing	230 SW 6 ST	230 6TH DANIA LLC	Alberto Chavarria
2024-00000775	Active C	H-FIRST HEARING - First Hearing	49 SW 12 ST	CORNEY, ELLIE M	Alberto Chavarria
2024-00000776	Active P	H-FIRST HEARING - First Hearing	302 SW 4 CT	RDF ENTERPRISES LLC	Alberto Chavarria
2024-00000804	Active C	H-FIRST HEARING - First Hearing	213-215 SW 11 ST	RUGGERI SAMARRA, MARTIN A	Alberto Chavarria
2024-00000811	Active C	H-FIRST HEARING - First Hearing	708 SW 8 ST	IP FLORIDA ESTATE LLC	Alberto Chavarria
2024-00000812	Active C	H-FIRST HEARING - First Hearing	342 SW 2 AVE	LAURA LOMBARDO	Alberto Chavarria
2024-00000814	Active P	H-FIRST HEARING - First Hearing	337 SW 13 ST	LAEL BAPTIST CHURCH INC	Alberto Chavarria
2024-00000816	Active C	H-FIRST HEARING - First Hearing	54 SW 13 ST	INA MITSKEVICH	Alberto Chavarria
2024-00000846	Active P	H-FIRST HEARING - First Hearing	263 SW 9 ST	JOELLE H DUKES & DANIEL KORANG	Alberto Chavarria
2024-00000858	Active C	H-FIRST HEARING - First Hearing	224 SW 14 ST	GREAT MIAMI REAL ESTATE INVESTMENT & MANAGEMENT LLC	Alberto Chavarria
2022-00000244	Active C	H-CONFIRMATION - Confirmation Hearing	26 SE 13 TER	MM 26 SE 13 LLC	Anson Westberry
2023-00000200	Active P	H-EXTENSION - Extension Hearing	714 SE 3 CT	PAVEL VOLOTCHKO	Anson Westberry
2023-00000456	Active C	H-ABATEMENT - Abatement Hearing	515 NE 2 PL	PALIIVETS, ANNA PALIIVETS, OLEG	Anson Westberry
2023-00001386	Active C	H-EXTENSION - Extension Hearing	146 NE 1 AVE	ANITA MIGNONE	Anson Westberry
2024-00000121	Active C	H-EXTENSION - Extension Hearing	701 N FEDERAL HWY	SEABOARD WAREHOUSE TERMINALS ACCOUNTING TAX DEPT 2 FLOOR	Anson Westberry

Special Magistrate Agenda

2024-00000273	Active P	H-FIRST HEARING - First Hearing	530 STIRLING RD	FREC INVESTMENTS	Anson Westberry
2024-00000468	Active P	H-FIRST HEARING - First Hearing	NW 1 AVE	DISMAS CHARITIES INC	Anson Westberry
2024-00000476	Active C	H-FIRST HEARING - First Hearing	27 NW 4 AVE	GAINES, PAMELA & MICHAEL SR NUBY, RONALD ETAL	Anson Westberry
2024-00000477	Active P	H-FIRST HEARING - First Hearing	NW 4 AVE	GAINES PAMELA & MICHAEL SR NUBY RONALD ETAL	Anson Westberry
2024-00000478	Active C	H-FIRST HEARING - First Hearing	281 NW 14 WAY	MAYA STARS LLC	Anson Westberry
2024-00000484	Active P	H-FIRST HEARING - First Hearing	23 NW 1 ST	SOUTH FLORIDA HAITIAN EVANGELICAL BAPTIST CHURCH INC	Anson Westberry
2024-00000516	Active C	H-FIRST HEARING - First Hearing	679 SW 1 ST	PARROT'S RIVER LLC	Anson Westberry
2024-00000533	Active P	H-FIRST HEARING - First Hearing	46 SW 1 AVE	COOK, DOROTHY JEAN	Anson Westberry
2024-00000534	Active C	H-FIRST HEARING - First Hearing	713 NW 7 ST	NGUYEN, DUNG H/E NGUYEN, NHI THI HONG	Anson Westberry
2024-00000576	Active C	H-FIRST HEARING - First Hearing	41 SW 6 AVE	NEWLIFE 2014 LLC	Anson Westberry
2024-00000579	Active P	H-FIRST HEARING - First Hearing	218 NW 5 AVE APT 2	FELIGNA CORP	Anson Westberry
2024-00000585	Active P	H-FIRST HEARING - First Hearing	2 S FEDERAL HWY	MORS PROPERTIES LLC	Anson Westberry
2024-00000589	Active C	H-FIRST HEARING - First Hearing	117 SW 5 CT	LIVE CHEAP LLC	Anson Westberry
2024-00000591	Active C	H-FIRST HEARING - First Hearing	129 SW 5 CT	LIVE CHEAP LLC	Anson Westberry
2024-00000767	Active P	H-FIRST HEARING - First Hearing	30 SW 6 AVE	BROWN,JACK & BROWN,DONELL ETAL	Anson Westberry
2023-00000388	Active P	H-EXTENSION - Extension Hearing	223 JAMAICA ST	ALLAIRE, MICHELE PERT, STEVE	Christina Caserta
2023-00001337	Active C	H-FIRST HEARING - First Hearing	170 N POINTE DRIVE	DANIA LIVE 1748 II LLC C/O: KIMCO REALTY CORPORATION	Christina Caserta

Special Magistrate Agenda

2023-00001339	Active C	H-FIRST HEARING - First Hearing	170 N POINTE DRIVE	DANIA LIVE 1748 II LLC C/O: KIMCO REALTY CORPORATION	Christina Caserta
2023-00001341	Active C	H-FIRST HEARING - First Hearing	170 N POINTE DRIVE	DANIA LIVE 1748 II LLC C/O: KIMCO REALTY CORPORATION	Christina Caserta
2023-00001342	Active C	H-FIRST HEARING - First Hearing	170 N POINTE DRIVE	DANIA LIVE 1748 II LLC C/O: KIMCO REALTY CORPORATION	Christina Caserta
2023-00001344	Active C	H-FIRST HEARING - First Hearing	170 N POINTE DRIVE	DANIA LIVE 1748 II LLC C/O: KIMCO REALTY CORPORATION	Christina Caserta
2023-00001347	Active C	H-FIRST HEARING - First Hearing	170 N POINTE DRIVE	DANIA LIVE 1748 II LLC C/O: KIMCO REALTY CORPORATION	Christina Caserta
2023-00001350	Active C	H-FIRST HEARING - First Hearing	150 SUNSET DRIVE	DANIA LIVE 1748 LLC C/O: KIM REALTY	Christina Caserta
2024-00000047	Active P	H-FIRST HEARING - First Hearing	158 N FEDERAL HWY	TPS9 LLC	Christina Caserta
2024-00000494	Active C	H-FIRST HEARING - First Hearing	720 SE 3 CT	MCCUTCHEON, ROSALIND P	Christina Caserta
2024-00000635	Active P	H-FIRST HEARING - First Hearing	15 SE 15 ST	GIOVIMAR PRESUTTI	Christina Caserta
2024-00000705	Active C	H-FIRST HEARING - First Hearing	187 NE 6 CT	APKAR & GRACE EKMEKJIAN	Christina Caserta
2024-00000713	Active C	H-FIRST HEARING - First Hearing	189 NE 6 CT	DEPIETRO, DAVID PAUL	Christina Caserta
2024-00000739	Active C	H-FIRST HEARING - First Hearing	500 NE 2 ST 104	ZEGLIO LLC	Christina Caserta
2024-00000768	Active C	H-FIRST HEARING - First Hearing	235 SE 1 ST	MM 227 SE 1 LLC	Christina Caserta
2024-00000876	Active P	H-FIRST HEARING - First Hearing	212 SE 4 TER	DABADY, CARINE H/E LOUIS FABIOLA PIERRE H/E ETAL	Christina Caserta
2024-00000992	Active P	H-REPEAT HEARING - Repeat Hearing/Irreparable	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta
2024-00001044	Active P	H-REPEAT HEARING - Repeat Hearing	402 SE 5 ST	VITALY STESIK C/O: 402 SE 5TH STREET LLC	Christina Caserta
2024-00001059	Active P	H-REPEAT HEARING - Repeat Hearing/Irreparable	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta

Special Magistrate Agenda

2024-00001084	Active P	H-REPEAT HEARING - Repeat Hearing/Irreparable	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta
2024-00001087	Active P	H-REPEAT HEARING - Repeat Hearing/Irreparable	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta
2023-00001450	Active C	H-EXTENSION - Extension Hearing	338 S FEDERAL HWY	SHREE-RAM HOSPITALITY INC	Michelle Shahryar
2024-00000335	Active P	H-EXTENSION - Extension Hearing	4761 SW 26 TER	MEGNAUTH, DEOKUMAR H/E RONNAN, ASHLEY	Michelle Shahryar
2024-00000442	Active C	H-FIRST HEARING - First Hearing	3325 GRIFFIN RD	3325 GRIFFIN LLC	Michelle Shahryar
2024-00000727	Active P	H-FIRST HEARING - First Hearing	2854 SW 45 ST	RAFAEL KERCADO MARTES	Michelle Shahryar
2024-00000792	Active P	H-FIRST HEARING - First Hearing	4696 SW 32 AVE	BRAD JINDRICH	Michelle Shahryar
2024-00000818	Active C	H-FIRST HEARING - First Hearing	2332 GRIFFIN RD	SHELDON OF S FL LC % DAVIS & BELLINSON LLC	Michelle Shahryar
2024-00000819	Active C	H-FIRST HEARING - First Hearing	3230 SW 44 ST	STANLEY,J & JODI L MEDOW REV TR MEDOW, MARK ETAL	Michelle Shahryar
2024-00000831	Active C	H-FIRST HEARING - First Hearing	4664 SW 32 AVE	DANIA RIVERFRONT LLC	Michelle Shahryar
2024-00000835	Active C	H-FIRST HEARING - First Hearing	4616 SW 33 AVE	LUCRO LLC % COSMO MANAGEMENT LLC	Michelle Shahryar
2024-00000883	Active C	H-RECURRING - Recurring Hearing	SW 32 AVE	INBI HOLDINGS LLC	Michelle Shahryar
2024-00001018	Active C	H-FIRST HEARING - First Hearing – Irreparable	4610 SW 30 AVE	LAUREN BERDUGO-YARKONY	Michelle Shahryar
2023-00000567	Active C	H-EXTENSION - Extension Hearing	4824 SW 45 AVE	KADOSH, EZER-UZI	Ricky Ali
2024-00000275	Active C	H-FIRST HEARING - First Hearing	4880 SW 28 AVE	2750 GRIFFIN HOLDINGS LLLP	Ricky Ali
2024-00000359	Active C	H-EXTENSION - Extension Hearing	5961 SW 37 AVE	5961 HOLLYWOOD LLC	Ricky Ali
2024-00000605	Active P	H-FIRST HEARING - First Hearing	5511 WOODLAND LN	L'CHAIM FARM LLC	Ricky Ali

Special Magistrate Agenda

2024-00000740	Active P	H-FIRST HEARING - First Hearing	4332 SW 52 ST	KOSHER HOMES 52 LLC	Ricky Ali
2024-00000741	Active P	H-FIRST HEARING - First Hearing	4362 SW 52 ST	KOSHER HOMES 52 LLC	Ricky Ali
2024-00000838	Active P	H-FIRST HEARING - First Hearing	4926 SW 44 TER	US BANK NA TRSTEE % CALIBAER HOMES LOANS	Ricky Ali
2024-00001035	Active P	H-REPEAT HEARING - Repeat Hearing	5101 SW 43 TER	JAIME VILLALOBOS	Ricky Ali
2012-00001070	Active C	H-ABATEMENT - Abatement Hearing OF A LIEN	33 SW 6 AVE	Blanchie Johnson EST	Windy Damis
2015-00000913	Active C	H-ABATEMENT - Abatement Hearing OF A LIEN	1106 NW 2 ST	Dania PS LLC	Windy Damis
2024-00000639	Active P	H-FIRST HEARING - First Hearing	2605 STIRLING RD	SAM HOLDINGS 2027 LLC	Windy Damis
2024-00000787	Active C	H-FIRST HEARING - First Hearing	2670 E MARINA DR	ELIAS, DEBORAH L	Windy Damis
2024-00000869	Active C	H-FIRST HEARING - First Hearing	2670 E MARINA DR	DEBORAH L ELIAS	Windy Damis

CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

FROM : Megan Jelaso Revenue Accountant

DATE: August 1, 2024

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Business Listing Report

Business Start Date 07/01/24 - 07/31/24
Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
ALAN ANDAI	ALAN ANDAI	305 NE 2 AVE, Dania Beach, FL 33004	(305) 989-0117		07/02/2024	
ALUNA MARKET INC	ALUNA MARKET INC	27 N FEDERAL HWY STE A, DANIA BEACH, FL 33004	(954) 398-3968		07/03/2024	
CARLOS MENDEZ	CARLOS MENDEZ	210 SE PARK ST, Dania Beach, FL 33004	(305) 812-1321		07/16/2024	
DA INVESTMENTS 777 LLC	DA INVESTMENTS 777 LLC	4850 SW 44 AVE, Dania Beach, FL 33314	(954) 743-8943		07/02/2024	
DANIEL LEVY	DANIEL LEVY	121 NE 2 AVE, Dania Beach, FL 33004	(718) 307-9278		07/08/2024	
DUNKIN DONUTS # 42	HZ COFFEE GROUP LLC	550 S FEDERAL HWY, Dania Beach, FL 33004	(281) 201-2782		07/17/2024	
FRED GOLDBERG	FRED GOLDBERG	4540-4541 SW 43 AVE 1-2, DANIA BEACH, FL 33314	(954) 849-6408		07/10/2024	
G WATER TREATMENT LLC	G WATER TREATMENT LLC	59 SW 12 AVE 112, Dania Beach, FL 33004	(844) 942-5363		07/16/2024	
IP FLORIDA REAL ESTATE LLC	IP FLORIDA REAL ESTATE LLC	708 SW 8 ST, Dania Beach, FL 33004	(954) 809-8167		07/08/2024	
K HAIR SALON	K HAIR SALON	105 S FEDERAL HWY #4, Dania Beach, FL 33004	(929) 341-7542		07/09/2024	
PREMIERE SAV LLC	PREMIERE SAV LLC	108 SW 12 AVE UNIT A, DANIA BEACH, FL 33004	(305) 619-1993		07/17/2024	
PURA VIDA DANIA POINTE	PURA VIDA DANIA POINTE	111 NORTH POINTE DRIVE H100, DANIA BEACH, FL 33004	(305) 535-4142		07/02/2024	
ROBERT YOUNG	ROBERT YOUNG	226 SE 3 TER, Dania Beach, FL 33004	(954) 920-1040		07/23/2024	
ROBERT YOUNG	ROBERT YOUNG	299 SW 9 ST, Dania Beach, FL 33004	(954) 920-1040		07/23/2024	
SAB2016 LLC	SAB2016 LLC	245 NW 6 AVE, Dania Beach, FL 33004	(305) 340-2586		07/30/2024	
SALMAN, YEHEZKEL	SALMAN, YEHEZKEL	2875 SW 58 ST, DANIA BEACH, FL 33312	(718) 490-2798		07/18/2024	
SAM HOLDINGS 2000 LLC	SAM HOLDINGS 2000 LLC	5999 SW 37 AVE, Dania Beach, FL 33312	(754) 801-7984		07/30/2024	
SANDS REAL ESTATE LLC	SANDS REAL ESTATE LLC	4771 SW 43 AVE, Dania Beach, FL 33314	(954) 873-2508		07/18/2024	
SIXT RENT A CENTER LLC	SIXT RENT A CENTER LLC	1501 NW 49TH STREET, FORT LAUDERDALE, FL 33309	(888) 942-7498		07/31/2024	
STAR NAILS	DANNY STAR NAILS INC	437 E SHERIDAN ST, Dania Beach, FL 33004	(954) 920-6910		07/30/2024	
VAPE SHOP	SMOKIN ON FEDERAL LLC	124 S FEDERAL HWY, Dania Beach, FL 33004	(954) 478-7900		07/23/2024	

Businesses 21

CITY OF DANIA BEACH
FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: August 15, 2024

SUBJECT: Finance Monthly Report –July 2024

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

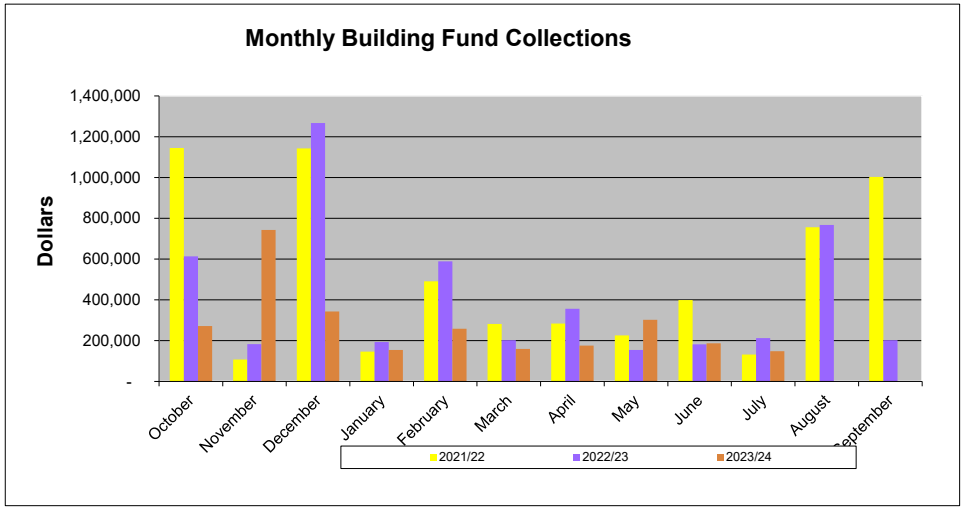
- Delinquency Report
- Meter Replacement Reports
- Aging Report

Contingency and Fund Balance Estimate

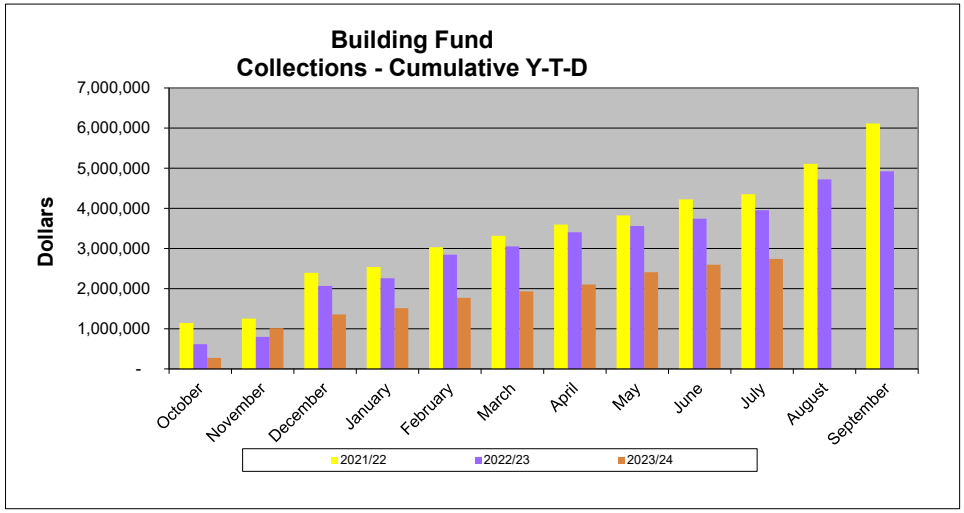
Building Fund Collections

Building Fund - thru July 2024

Monthly	2021/22	2022/23	2023/24
October	1,144,624	613,610	272,140
November	107,616	183,413	742,357
December	1,142,811	1,267,607	343,469
January	146,194	193,243	154,789
February	490,813	588,953	258,034
March	281,847	202,690	159,520
April	283,429	356,512	175,277
May	226,093	153,965	302,267
June	399,287	181,738	186,527
July	132,426	212,528	148,660
August	755,979	767,780	
September	1,003,182	202,415	
Total	6,114,301	4,924,453	2,743,040



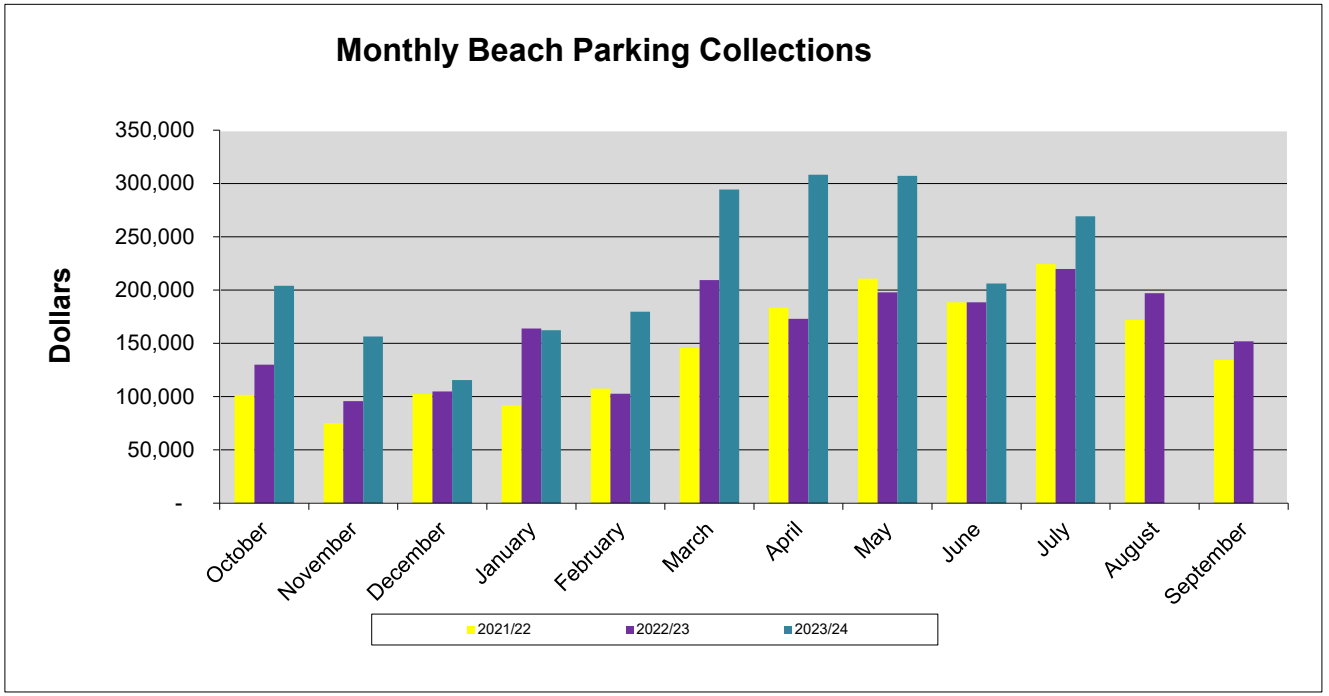
Cumulative	2021/22	2022/23	2023/24
October	1,144,624	613,610	272,140
November	1,252,240	797,023	1,014,498
December	2,395,051	2,064,630	1,357,967
January	2,541,246	2,257,873	1,512,755
February	3,032,058	2,846,825	1,770,790
March	3,313,906	3,049,515	1,930,310
April	3,597,334	3,406,027	2,105,586
May	3,823,427	3,559,992	2,407,853
June	4,222,715	3,741,730	2,594,380
July	4,355,140	3,954,258	2,743,040
August	5,111,119	4,722,038	
September	6,114,301	4,924,453	
Annual Goal	**4,741,977**	**4,868,000**	**5,191,000**



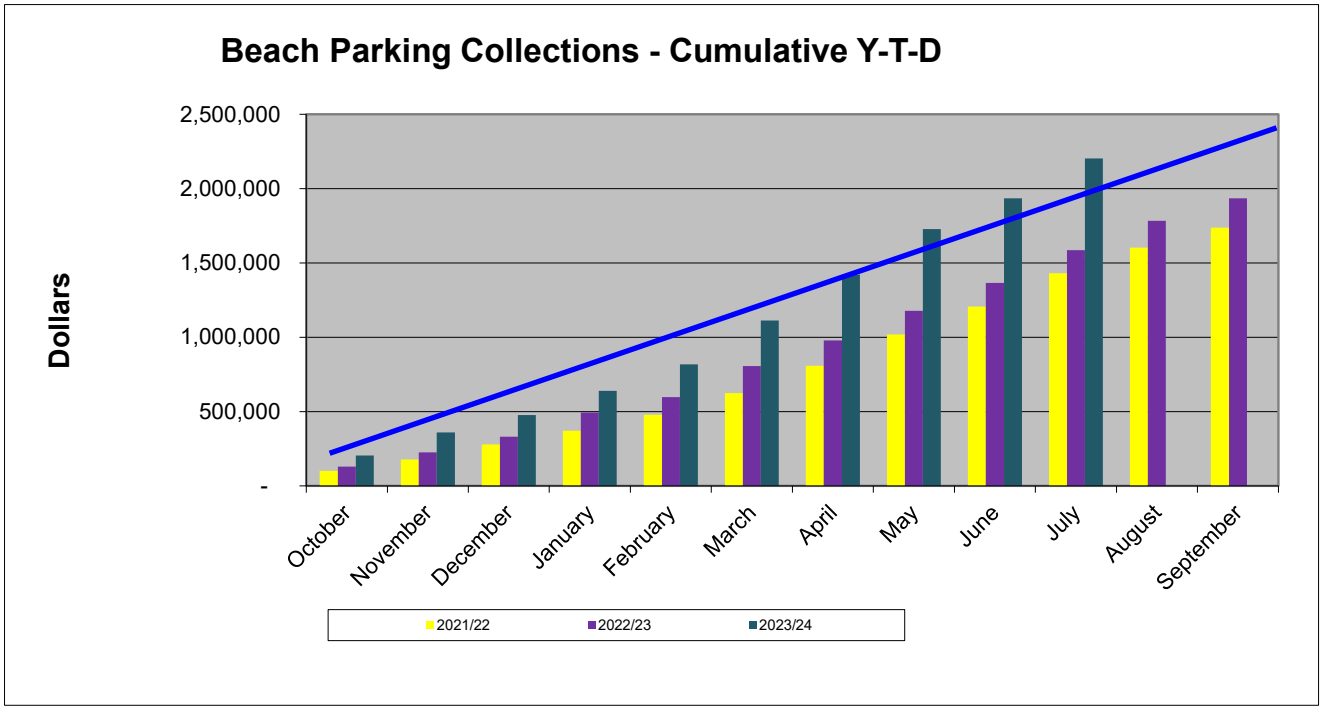
Parking Fee Collections

Beach Parking - thru July 2024

Monthly	2021/22	2022/23	2023/24
October	101,582	130,026	203,967
November	75,146	95,694	156,460
December	102,321	104,713	115,640
January	91,751	164,030	162,393
February	107,375	102,648	179,664
March	145,848	209,333	294,283
April	183,397	172,853	308,344
May	210,704	197,957	307,252
June	188,603	188,603	206,128
July	224,411	219,627	269,299
August	171,951	197,119	
September	134,616	151,776	
Total	1,737,704	1,934,380	2,203,430



Cumulative	2021/22	2022/23	2023/24
October	101,582	130,026	203,967
November	176,728	225,720	360,427
December	279,049	330,433	476,068
January	370,800	494,463	638,460
February	478,175	597,111	818,125
March	624,023	806,444	1,112,407
April	807,420	979,297	1,420,751
May	1,018,123	1,177,255	1,728,003
June	1,206,726	1,365,857	1,934,131
July	1,431,138	1,585,485	2,203,430
August	1,603,088	1,782,604	
September	1,737,704	1,934,380	
Annual Budget Goal	**1,347,086**	**1,558,354**	**1,800,000**

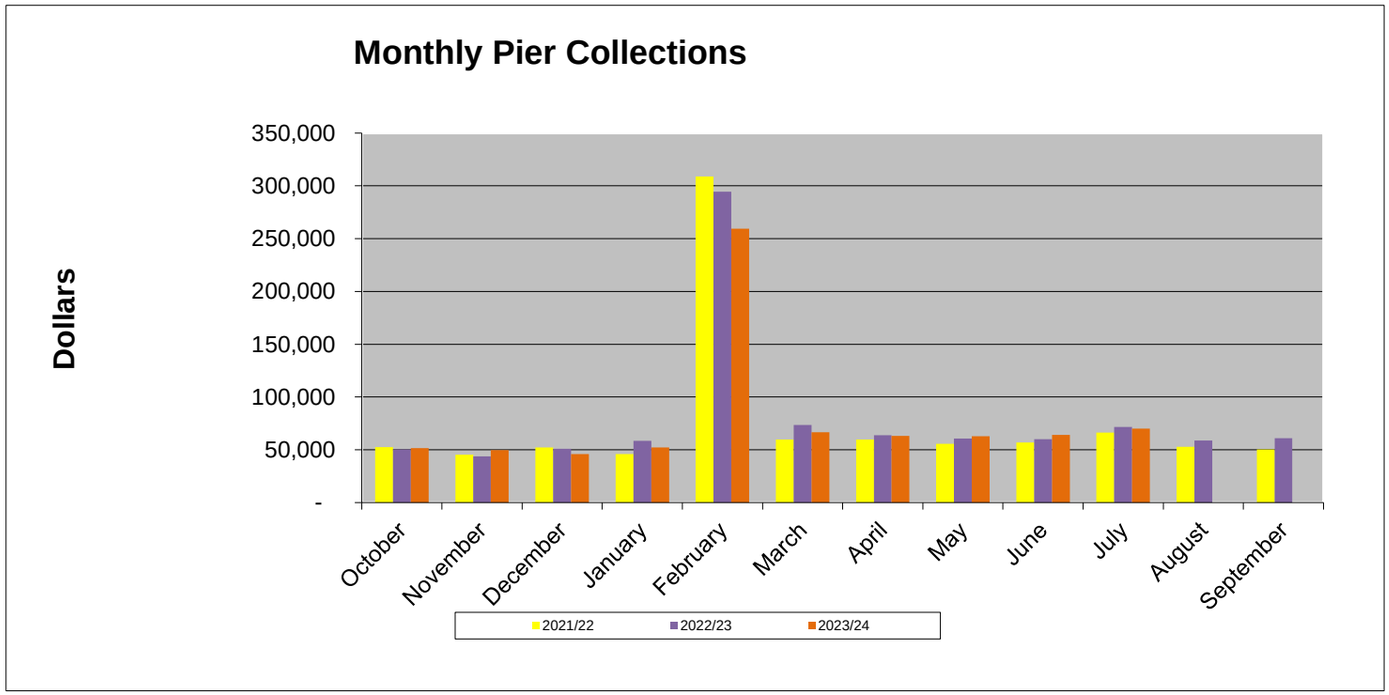


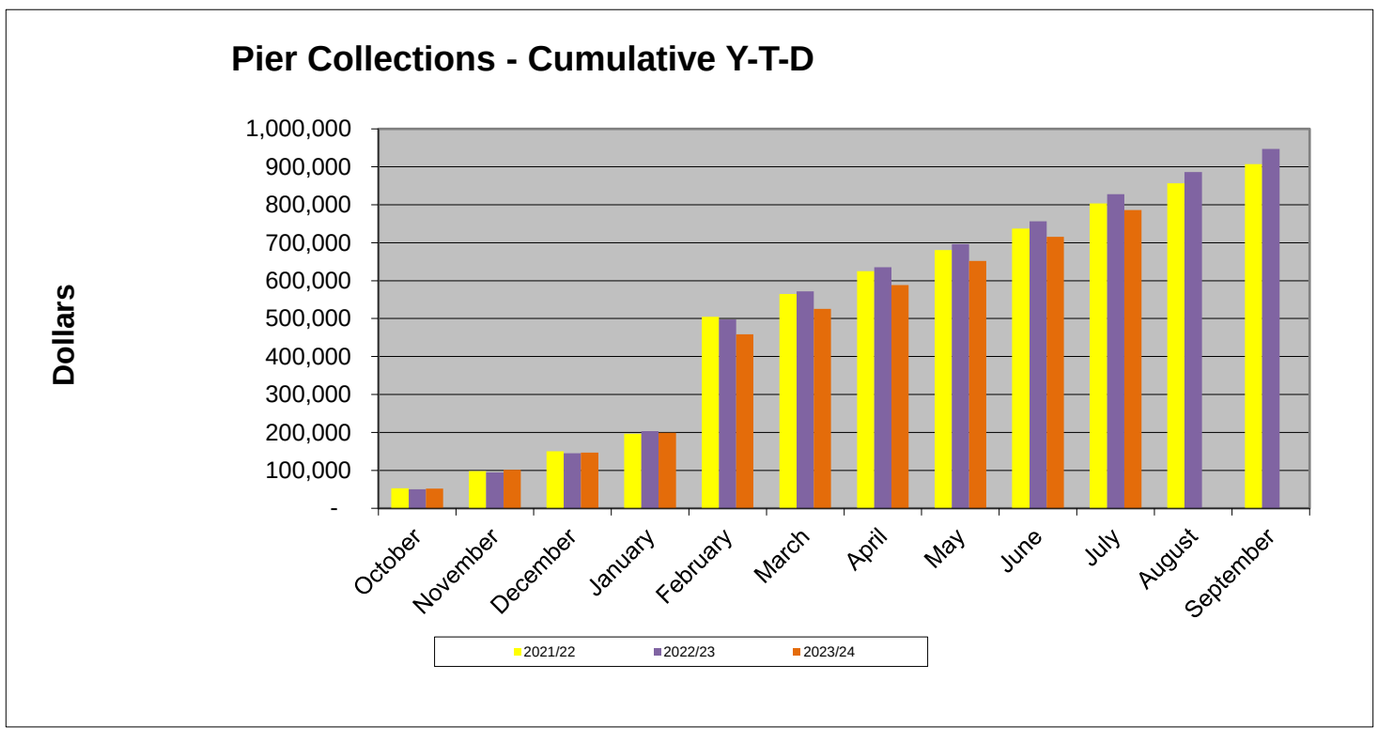
Pier Revenues

Monthly	2021/22	2022/23	2023/24
October	52,575	50,313	51,495
November	45,411	43,917	49,561
December	52,271	50,942	45,928
January	45,906	58,345	52,190
February	308,830	294,357	259,466
March	59,863	73,487	66,698
April	59,852	63,945	63,244
May	55,621	60,688	62,991
June	56,858	60,003	64,114
July	66,152	71,604	70,205
August	52,975	58,871	
September	50,426	60,849	
Total	906,740	947,320	785,894

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

Cumulative	2021/22	2022/23	2023/24
October	52,575	50,313	51,495
November	97,986	94,229	101,056
December	150,257	145,171	146,984
January	196,163	203,516	199,174
February	504,993	497,873	458,640
March	564,856	571,360	525,338
April	624,708	635,305	588,583
May	680,329	695,993	651,574
June	737,187	755,996	715,688
July	803,339	827,600	785,894
August	856,314	886,471	
September	906,740	947,320	
Annual Budget Goal	**844,816**	**937,301**	**942,488**

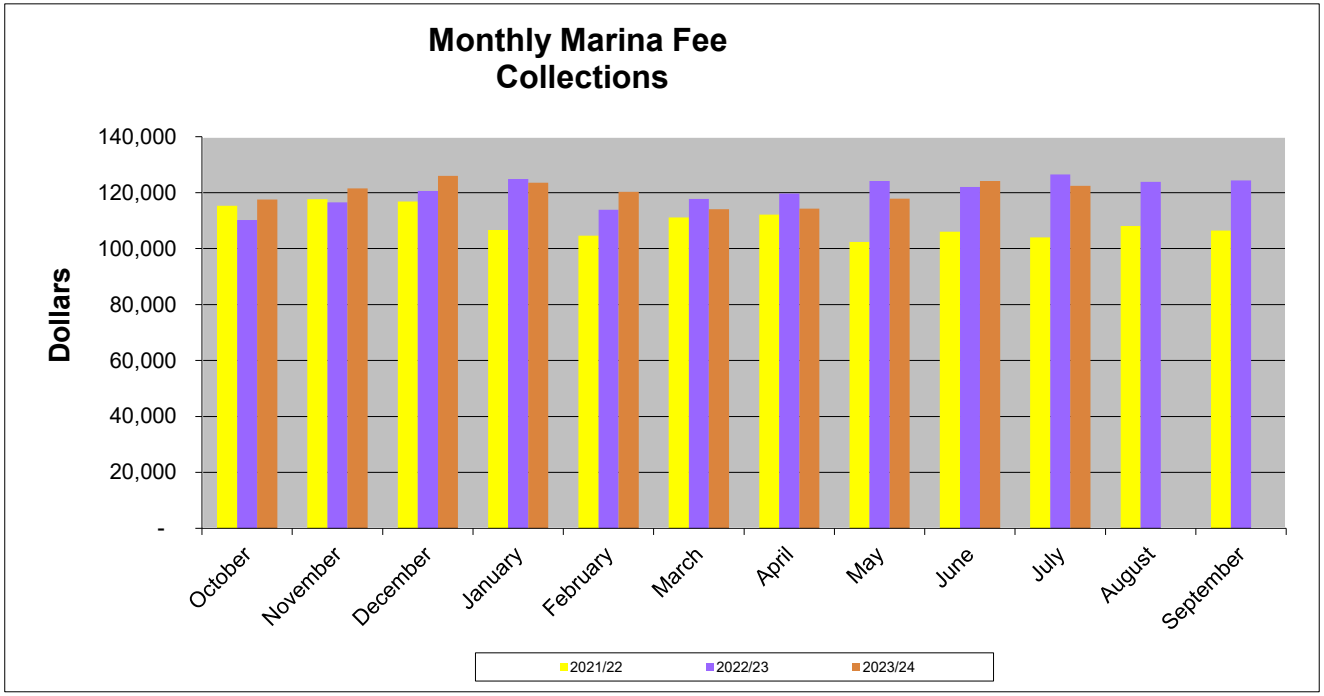




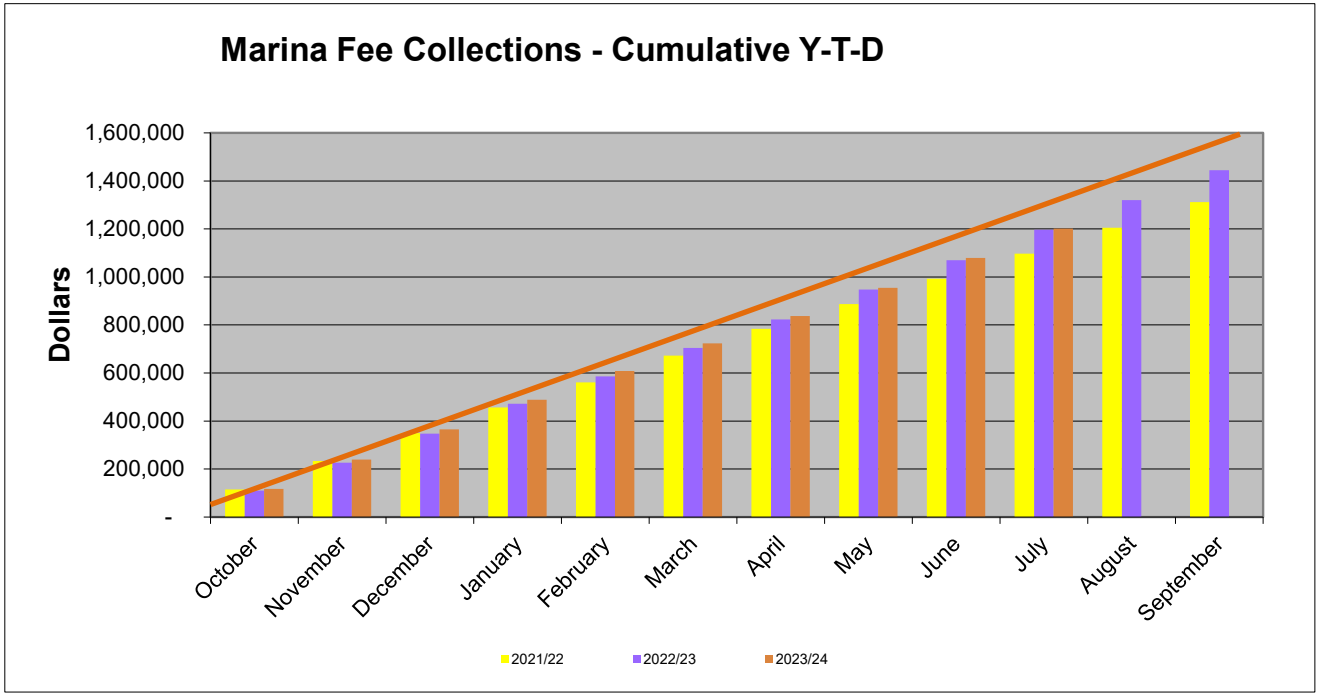
Marina Fee Collections

Marina Fees - thru July 2024

Monthly	2021/22	2022/23	2023/24
October	115,264	110,239	117,540
November	117,663	116,542	121,509
December	116,830	120,621	126,034
January	106,673	124,885	123,519
February	104,605	113,849	120,277
March	111,125	117,710	114,070
April	112,170	119,728	114,246
May	102,373	124,138	117,832
June	106,001	122,027	124,132
July	104,000	126,485	122,421
August	108,096	123,889	
September	106,418	124,369	
Total	1,311,218	1,444,481	1,201,579



Cumulative	2021/22	2022/23	2023/24
October	115,264	110,239	117,540
November	232,927	226,781	239,049
December	349,758	347,402	365,082
January	456,431	472,287	488,602
February	561,036	586,135	608,878
March	672,161	703,845	722,948
April	784,330	823,574	837,194
May	886,703	947,711	955,026
June	992,704	1,069,738	1,079,158
July	1,096,704	1,196,223	1,201,579
August	1,204,800	1,320,112	
September	1,311,218	1,444,481	
Budget Goal	**1,290,768**	**1,339,555**	**1,398,942**



Business Tax Receipt Activity - July 2024

Out of Business/Inactive	# of BTRs	Dollar Amount
Alexander Rosell	1	$ 63.00
Beatriz E Tobon	1	$ 236.25
Stacey L Gladding	1	$ 236.25
Bogantec Corp	1	$ 480.63
Bona, Fred A	1	$ 63.00
Candas GL LLC	1	$ 236.25
Colonial Roofer Services Inc	1	$ 210.00
Complete Highway Improvements	1	$ 577.50
Motion Reboot LLC	1	$ 131.25
Drezner, Boaz	1	$ 63.00
Dania Beach Donuts LLC	1	$ 420.00
Fax Express Inc	1	$ 346.25
Global Marine Care LLC	1	$ 320.00
Holub, John & Lorraine	1	$ 63.00
Kleen I LLC	1	$ 351.25
Kleen Solutions 1 LLC	1	$ 1,599.50
Larisa Klochkov	1	$ 31.50
Lifetime Solutions Agency LLC	1	$ 346.25
Marta Rosa Fernandez	1	$ 236.25
Misleny Sosa Martinez	1	$ 236.25
Multiform USA LLC	1	$ 320.00
Seacor Island Lines LLC	1	$ 396.75
Seacor Island Lines LLC	1	$ 357.50
Shu Kan Cheug	1	$ 31.50
Tiki Tide	1	$ 346.75
Tuscany Villas LLC	1	$ 228.00
Total Out of Business/Inactive	**26**	**$ 7,927.88**

New Approved Applications	# of BTRs	Dollar Amount
Alan Andai	1	$ 63.00
Aluna Market Inc	1	$ 480.88
Carlos Mendez	1	$ 236.25
DA Investments 777 LLC	1	$ 15.75
Daniel Levy	1	$ 118.13
HZ Coffee Group LLC	1	$ 493.75
Fred Goldberg	1	$ 31.50
G Water Treatment LLC	1	$ 480.63
IP Florida Real Estate LLC	1	$ 186.00
K Hair Salon	1	$ 493.75
Premiere Sav LLC	1	$ 480.63
Pura Vida Dania Pointe	1	$ 730.00
Robert Young	1	$ 15.75
Robert Young	1	$ 15.75
Sab2016 LLC	1	$ 15.75
Salman, Yehezkel	1	$ 31.50
Sam Holdings 2000 LLC	1	$ 186.00
Sands Real Estate LLC	1	$ 31.50
Sixt Rent a Center LLC	1	$ 546.25
Danny Star Nails Inc	1	$ 480.63
Smokin on Federal LLC	1	$ 925.00
Total New Applications	**21**	**$ 6,058.40**

BTR Status	# of BTRs	Total Dollar Amount	
Open Renewals- Current Year	316	**$ 90,524.80**	
Paid Renewals	**2,952**	**$ 1,033,660.11**	
Total BTRs as of 06/30/2024	**3,268**	**1,124,184.91**	**

**includes license fee, fire inpsection & solid waste registration

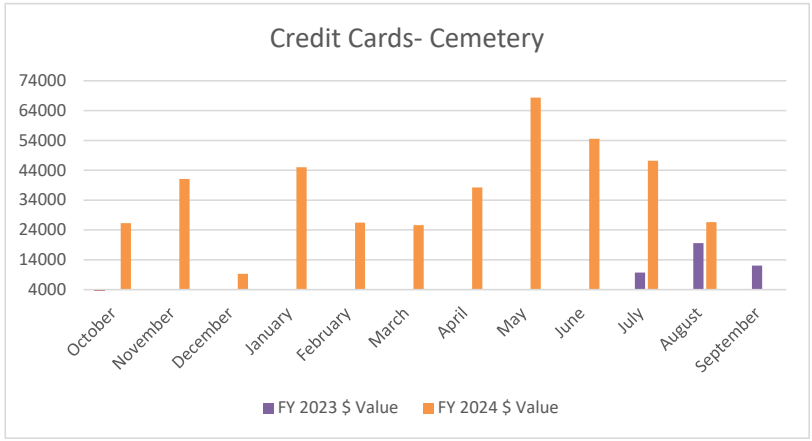
Miscellaneous Billing Invoice Aging Report

Aging Date 07/31/2024

Report By Invoice Type

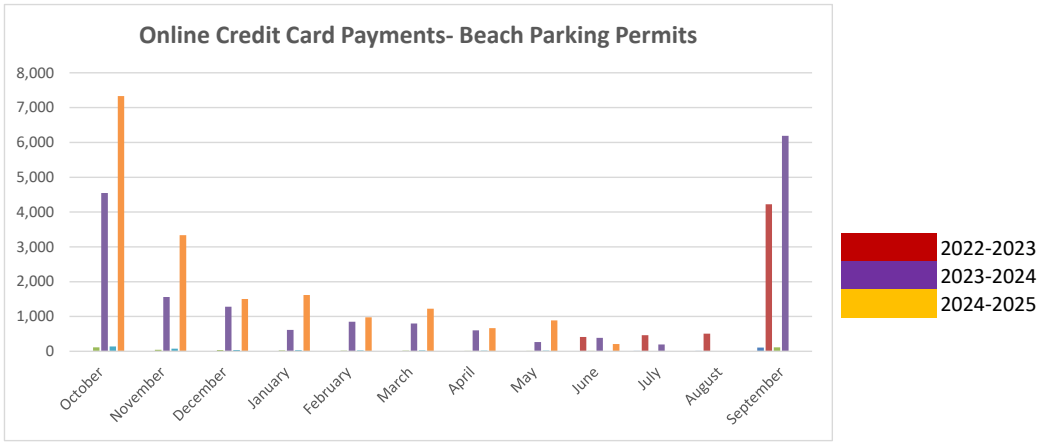
	Description	Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	6430.00	6,430.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	5040.00	5,040.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	1500.00	.00	.00	2380.00	3,880.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924- Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	600.00	600.00
# 5907 - Poitier Family Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6121 - Christine Smith	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6071 - Bells Funeral Services	Reservation of Burial Plot	.00	.00	.00	.00	625.00	625.00
# 5978 - Angels of Paradise	Reservation of Burial Plot	.00	.00	.00	.00	3990.00	3,990.00
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	.00	7615.00	.00	.00	.00	7,615.00
# 5452 - Grace Funeral Home	Reservation of Burial Plot	.00	7615.00	.00	.00	.00	7,615.00
# 5182 - A Good Shepherd's Funeral home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 6212 - DeLeon, Edil	Reservation of Burial Plot	.00	3225.00	.00	.00	.00	3,225.00
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		**$0.00**	**$27,935.00**	**$0.00**	**$0.00**	**$37,455.00**	**$65,390.00**
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	240.00	570.00	180.00	540.00	9164.00	10694.00
Bulk Trash Pk Up		**$240.00**	**$570.00**	**$180.00**	**$540.00**	**$9,164.00**	**$10,694.00**
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,000.00**	**$2,000.00**
Invoice Type FI - Fire Inspection							
# 3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
# 3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
# 1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
# 4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	254,685.00	254,685.00
Fire Inspection Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$271,985.00**	**$271,985.00**
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	38,150.00	38,150.00
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	181,294.90	181,294.90
# 6155 - Florida Division of Emergency	2023-00000001	.00	.00	.00	.00	56,319.60	56,319.60
Grant Federal Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$275,764.50**	**$275,764.50**
Invoice Type GR State - Grant Reimb. State of Florida							
# 6170 - FL Dept. of Economic Opportunity	2023-00000002	.00	.00	.00	.00	395,504.79	395,504.79
# 4051 - State of Florida Dept of	2023-00000003	.00	.00	.00	.00	332,500.00	332,500.00
# 4051 - State of Florida Dept of	2023-00000004	.00	.00	.00	.00	375,000.00	375,000.00
Grant Federal Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,103,004.79**	**$1,103,004.79**
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$275.36**	**$275.36**
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	**Misc. Customers**	.00	11,340.00	.00	.00	44,009.43	55,349.43
Miscellaneous Totals		**$0.00**	**$11,340.00**	**$0.00**	**$0.00**	**$64,251.43**	**$75,591.43**
Grand Totals		**$240.00**	**$39,845.00**	**$180.00**	**$540.00**	**$1,763,900.08**	**$1,804,705.08**

	FY 2023		FY 2024	
	# of Pymts	$ Value	# of Pymts	$ Value
October			12	$26,300
November			21	$41,105
December			6	$9,330
January			19	$44,995
February			9	$26,465
March			9	$25,630
April			9	$38,255
May			17	$68,375
June			18	$54,575
July	5	$9,740	18	$47,175
August	8	$19,610	12	$26,595
Septembe	6	$12,030		

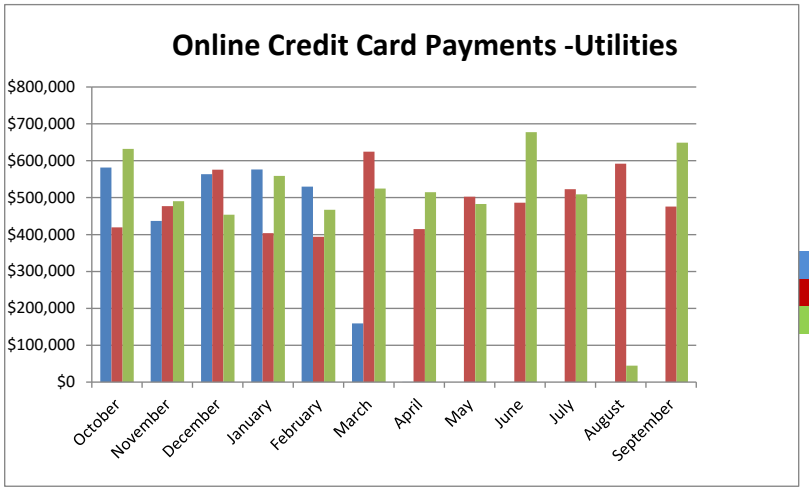


2023-2024
2024-2025

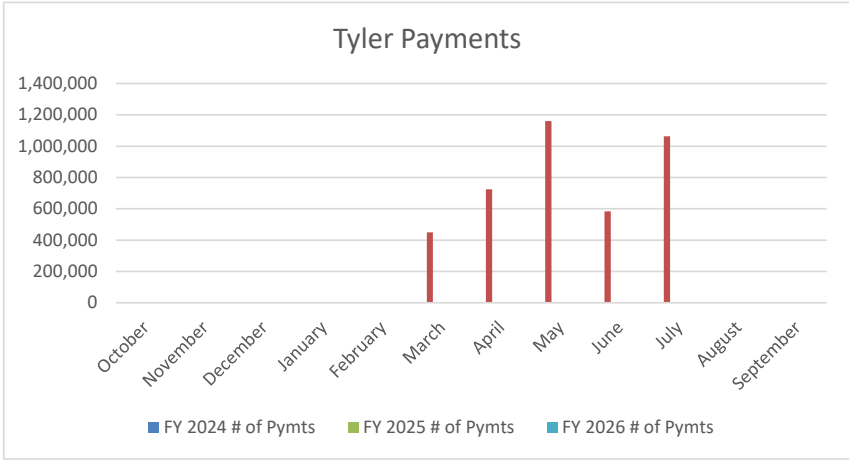
	FY 2022		FY 2023		FY 2024	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October			112	$4,547	141	$7,334
November			46	$1,562	74	$3,333
December			36	$1,284	37	$1,503
January			23	$615	31	$1,616
February			19	$851	23	$979
March			18	$802	26	$1,225
April			13	$604	19	$663
May	0	$0	10	$267	21	$888
June	9	$411	10	$385	9	$208
July	10	$460	9	$198	2	$0
August	13	$508	2	$0		
Septembe	106	$4,227	115	$6,191		



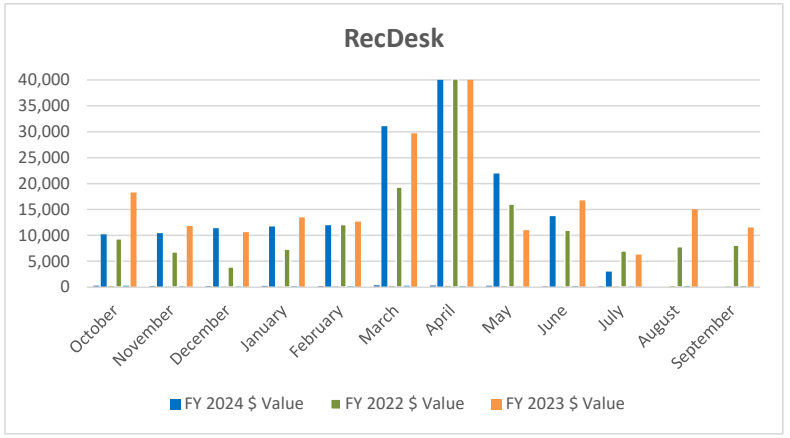
	FY 2024		FY 2022		FY 2023	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	1,806	$581,381	1,756	$419,523	1,799	$631,937
November	1,626	$436,666	1607	$477,225	1698	$490,381
December	1,720	$563,383	1644	$575,861	1676	$453,598
January	1,851	$576,388	1580	$403,966	1814	$559,003
February	1,727	$529,750	1461	$393,924	1586	$466,879
March	399	$159,173	1883	$624,708	1673	$524,878
April	6	$300	1558	$415,006	1696	$514,951
May	0	$0	1635	$502,840	1705	$482,818
June	0	$0	1771	$486,384	1890	$677,359
July			2003	$522,805	1956	$509,105
August			1919	$591,853	1745	$44,810
September			1748	$475,765	1953	$648,891



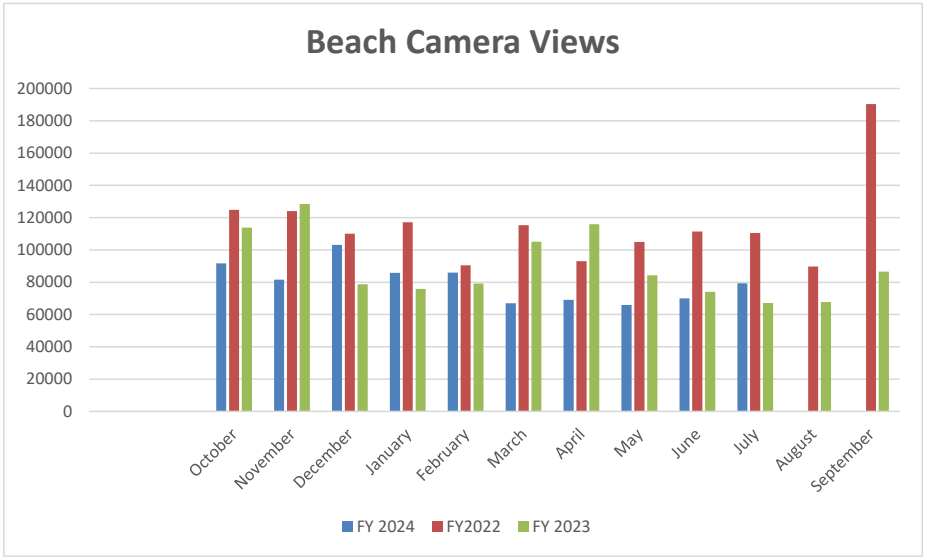
	FY 2024		FY 2025		FY 2026	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October						
November						
December						
January						
February						
March	31	$448,959				
April	30	$724,743				
May	30	$1,159,841				
June	30	$584,435				
July	31	$1,062,320				
August						
September						



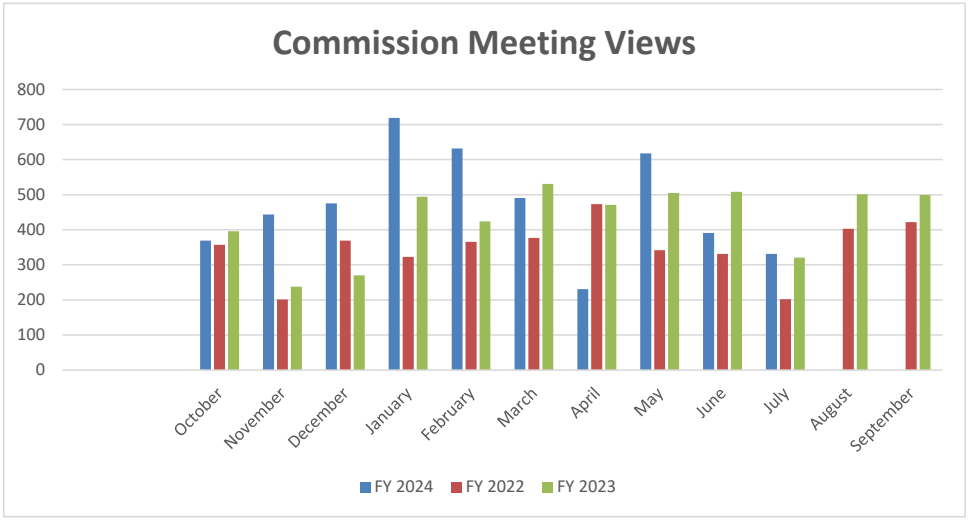
	FY 2024		FY 2022		FY 2023	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	305	$10,189	203	$9,350	293	$18,293
November	219	$10,420	126	$6,835	188	$11,802
December	218	$11,389	112	$3,952	184	$10,643
January	266	$11,741	106	$7,346	228	$13,489
February	201	$11,951	159	$12,120	215	$12,691
March	422	$31,083	252	$19,322	339	$29,674
April	377	$5,988,032	264	$48,956	229	$54,344
May	315	$21,926	205	$16,068	147	$11,025
June	168	$13,708	125	$10,999	216	$16,773
July	183	$3,038	108	$7,008	125	$6,317
August			203	$7,805	242	$15,031
September			133	$8,115	240	$11,545



	FY 2024	FY2022	FY 2023
October	91,700	124,800	113,900
November	81,600	124,100	128,500
December	103,200	110,100	78,800
January	85,800	117,200	75,900
February	85,900	90,500	79,200
March	67,000	115,300	105,100
April	69,100	93,100	115,900
May	66,000	104,900	84,300
June	70,000	111,500	74,100
July	79,400	110,600	67,100
August		89,700	67,700
September		190,300	86,600

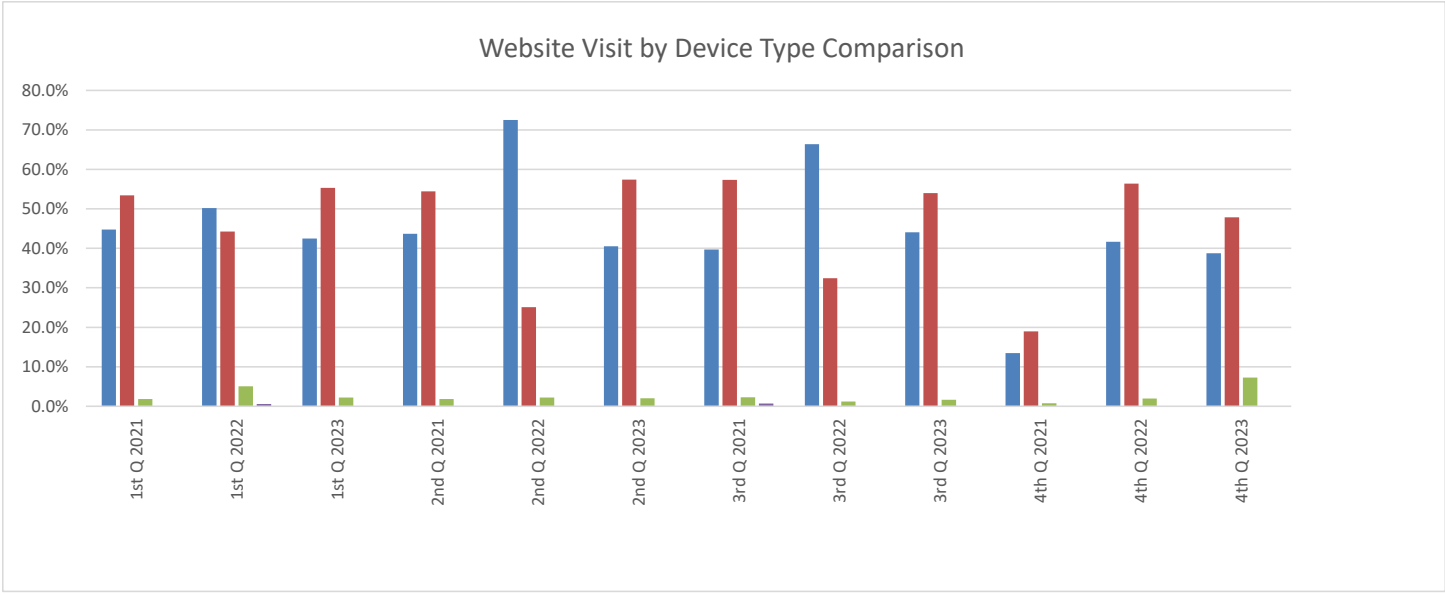


	YouTube Channel		
	FY 2024	FY 2022	FY 2023
October	369	357	396
November	444	201	238
December	475	369	270
January	719	323	494
February	632	366	424
March	491	377	531
April	231	473	471
May	618	342	505
June	391	331	508
July	331	202	321
August		403	501
September		422	499

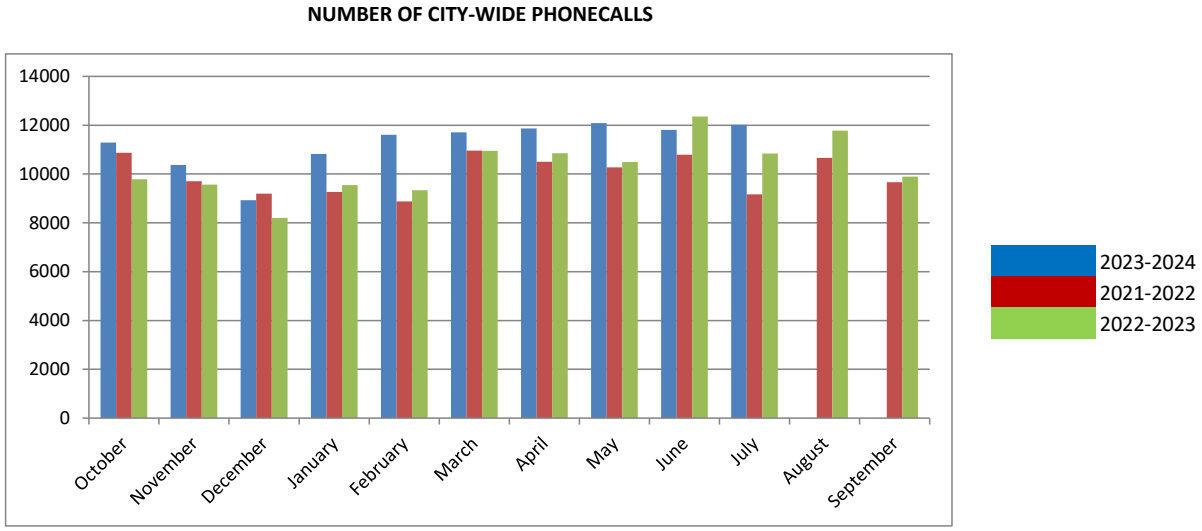


Website Visit by Device Type Comparison

	1st Q 2021	1st Q 2022	1st Q 2023	2nd Q 2021	2nd Q 2022	2nd Q 2023	3rd Q 2021	3rd Q 2022	3rd Q 2023	4th Q 2021	4th Q 2022	4th Q 2023
Desktop	44.7%	50.2%	42.5%	43.7%	72.5%	40.5%	39.7%	66.4%	44.1%	13.5%	41.6%	38.8%
Smartphone	53.4%	44.2%	55.3%	54.4%	25.1%	57.4%	57.3%	32.5%	54.0%	18.9%	56.4%	47.9%
Tablet	1.8%	5.0%	2.2%	1.9%	2.2%	2.1%	2.3%	1.2%	1.6%	0.8%	2.0%	7.3%
Other	0.0%	0.6%		0.0%			0.7%			0.0%		

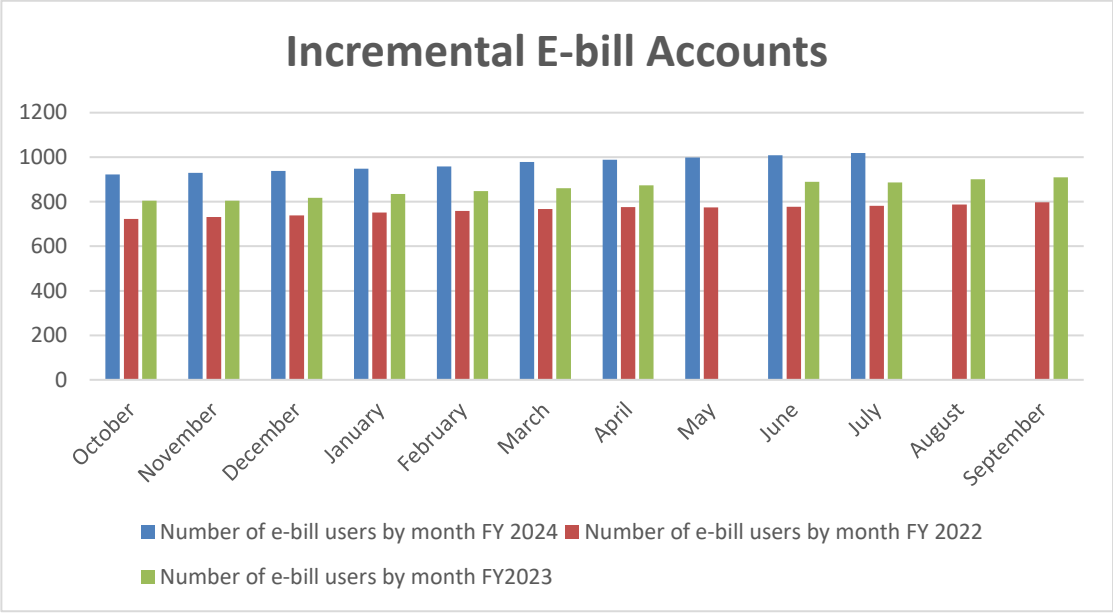


	FY 2024	FY 2022	FY 2023
October	11,286	10,868	9,789
November	10,370	9,702	9,564
December	8,932	9,193	8,197
January	10,820	9,268	9,543
February	11,612	8,875	9,338
March	11,703	10,960	10,946
April	11,869	10,499	10,851
May	12,087	10,274	10,489
June	11,809	10,791	12,351
July	12,019	9,164	10,843
August		10,658	11,775
September		9,667	9,897



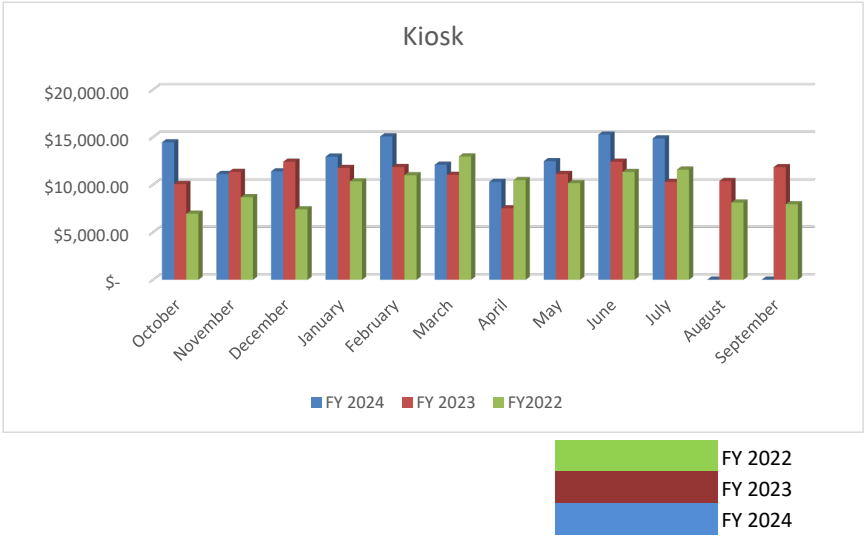
Number of e-bill users by month

	FY 2024	FY 2022	FY2023
October	922	722	804
November	929	731	805
December	939	738	818
January	948	751	835
February	959	759	848
March	979	767	861
April	988	776	873
May	999	775	
June	1008	778	890
July	1019	782	886
August		787	901
September		797	910



Kiosk

	FY 2024	FY 2023	FY2022
October	$ 14,452.23	$ 10,067.50	$ 6,940.80
Novembei	$ 11,121.83	$ 11,339.44	$ 8,678.89
December	$ 11,401.43	$ 12,409.30	$ 7,403.30
January	$ 12,953.63	$ 11,755.07	$ 10,348.96
February	$ 15,069.97	$ 11,856.78	$ 10,992.74
March	$ 12,091.93	$ 11,032.47	$ 12,964.70
April	$ 10,302.51	$ 7,514.64	$ 10,480.52
May	$ 12,472.31	$ 11,120.90	$ 10,160.84
June	$ 15,266.47	$ 12,405.61	$ 11,336.27
July	$ 14,865.64	$ 10,289.44	$ 11,575.17
August	$ -	$ 10,380.86	$ 8,117.21
Septembe	$ -	$ 11,842.84	$ 7,940.87



City of Dania Beach
Commercial Solid Waste Report FY 2023-2024
Payments Received

Annual Budget $ 900,000

Waste Hauler

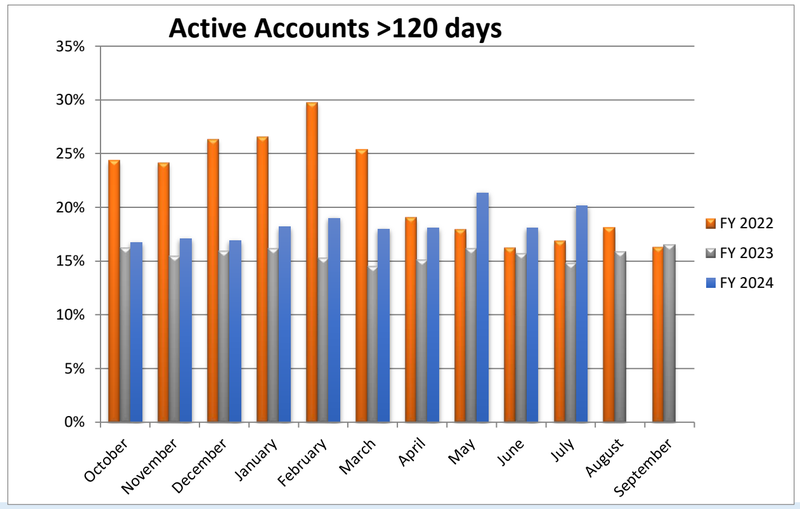
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	General Fund
Permit Application Fee	75.00	75.00	75.00	225.00	75.00	75.00	75.00	150.00	
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	Monthly Activity
Monthly Franchise									
Oct	$ 2,506.09	$ 33,232.87	$ 11,277.12	$ 3,777.33	$ 1,165.19	$ 4,666.00	$ 11,433.00		$ 68,057.60
Nov	2,601.53	38,500.99	16,379.12	4,298.24	1,283.08	2,932.48	12,079.29		78,074.73
Dec	2,641.05	37,758.93	19,566.05	3,826.03	1,230.70	-	9,776.60		74,799.36
Jan	2,685.42	37,936.93	11,993.95	-	1,020.06	2,216.87	12,653.65		68,506.88
Feb	2,666.10	37,587.43	-	-	1,227.76	3,091.54	-		45,435.33
Mar	2,655.25	36,268.18	13,650.06	-	1,058.93	2,330.35	25,489.54		81,452.31
Apr	-	38,177.74	14,093.61	-	1,367.47	2,399.02	13,241.25		69,279.09
May	5,964.43	35,007.04	12,353.80	-	1,826.65	-	15,476.92		70,628.84
Jun	2,895.07	36,788.45	10,685.89	-	1,200.22	1,876.85	16,111.21		69,557.69
Jul	2,993.62	36,221.53	10,843.80	-	1,329.93	2,093.81	13,190.35		66,673.04
Aug									-
Sep									-
Total Mo. Franchise	$ 27,608.56	$ 367,480.09	$ 120,843.40	$ 11,901.60	$ 12,709.99	$ 21,606.92	$ 129,451.81		$ 692,464.87

	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Repucblic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC		Solid Waste Fund
Monthly Franchise									
Oct	$ 835.36	$ 11,077.62	$ 3,759.04	$ 1,259.11	$ 388.40	$ 1,555.34	$ 3,811.00		$ 22,685.87
Nov	$ 867.18	$ 12,833.66	$ 5,459.71	$ 1,432.75	$ 427.70	$ 977.49	$ 4,026.43		$ 26,024.92
Dec	$ 880.35	$ 12,586.31	$ 6,522.02	$ 1,275.34	$ 410.23	-	$ 3,258.87		$ 24,933.12
Jan	$ 895.14	$ 12,645.65	$ 3,997.99	-	$ 340.02	$ 738.95	$ 4,217.88		$ 22,835.63
Feb	$ 888.70	$ 12,529.14	-	-	$ 409.25	$ 1,030.52	-		$ 15,145.11
Mar	$ 885.08	$ 12,089.40	$ 4,550.02	-	$ 352.98	$ 776.78	$ 8,496.52		$ 27,150.78
Apr	-	$ 12,725.92	$ 4,697.87	-	$ 455.82	$ 799.67	$ 4,413.75		$ 23,093.03
May	$ 1,988.15	$ 11,669.07	$ 4,117.94	-	$ 608.89	-	$ 5,158.98		$ 23,543.03
Jun	965.03	12,262.82	3,561.96	-	400.08	625.62	5,370.40		$ 23,185.91
Jul	997.87	12,073.85	3,614.60	-	443.31	697.94	4,396.79		$ 22,224.36
Aug									$ -
Sep									$ -
Total Mo. Franchise	$ 9,202.86	$ 122,493.44	$ 40,281.15	$ 3,967.20	$ 4,236.68	$ 7,202.31	$ 43,150.62		$ 230,821.76
Total Receipts	$ 37,886.42	$ 491,048.53	$ 162,199.55	$ 17,093.80	$ 18,021.67	$ 29,884.23	$ 173,677.43	**$ 929,811.63**	

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

	FY 2022			FY 2023			FY 2024		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	275,153	$ 1,130,854	24%	184,989	$ 1,140,696	16%	207,794	$ 1,241,355	17%
November	276,502	1,145,557	24%	186,463	1,205,526	15%	216,614	1,267,676	17%
December	286,708	1,088,332	26%	188,661	1,186,620	16%	214,935	1,270,207	17%
January	309,337	1,166,202	27%	188,029	1,165,000	16%	220,340	1,211,794	18%
February	322,379	1,084,213	30%	185,376	1,210,890	15%	231,139	1,217,188	19%
March	281,908	1,112,053	25%	183,535	1,267,253	14%	235,434	1,310,333	18%
April	222,556	1,169,668	19%	190,502	1,262,289	15%	236,352	1,307,061	18%
May	211,091	1,178,959	18%	189,684	1,172,418	16%	262,509	1,229,203	21%
June	190,542	1,173,565	16%	184,340	1,178,310	16%	247,808	1,372,056	18%
July	201,407	1,194,888	17%	190,677	1,288,709	15%	261,459	1,298,366	20%
August	202,749	1,120,866	18%	198,874	1,252,551	16%			
September	183,816	1,129,966	16%	203,881	1,235,287	17%			
Annual Avg	$ 247,012	$ 1,141,260	22%	$ 189,584	$ 1,213,796	16%	$ 233,438	$ 1,272,524	18%



Active Account Graph: Billing data indicates deliquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2022	FY 2023		FY 2024	
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	% +/-
October	344,685	377,040	9%	388,922	3%
November	346,914	383,454	10%	390,867	2%
December	347,964	385,515	10%	397,662	3%
January	349,252	385,601	9%	396,459	3%
February	350,890	389,237	10%	395,697	2%
March	361,917	391,059	7%	397,067	2%
April	363,125	390,781	7%	398,812	2%
May	365,539	392,882	7%	401,076	2%
June	376,626	394,781	5%	405,003	3%
July	371,165	397,219	7%	404,194	2%
August	372,990	396,674	6%		
September	375,001	387,690	3%		
Annual Avg	$ 360,506	$ 389,328	7%	$ 397,576	2%

Water Fund	Monthly Utility Account Activity	MISC

	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		5	# per Month	Prior Yr.
	2023	2024	2023	2024	2023	2024	# of Accts		
Oct	46,710.00	3,114.00	-	1,450.00	2,565.00	2,660.00	532.00	47	30
Nov		-	-	-	2,540.00	2,865.00	573.00	39	35
Dec	53,717.00	6,228.00	-	-	3,125.00	2,630.00	526.00	48	40
Jan	2,282.00	-	-	-	2,795.00	2,995.00	599.00	48	33
Feb	44,375.00	10,241.00	4,671.00	-	2,630.00	2,855.00	571.00	40	40
Mar	1,557.00	1,557.00	-	1,450.00	2,760.00	2,770.00	554.00	50	60
Apr	7,785.00	-	1,650.00	-	1,965.00	2,265.00	453.00	58	35
May	1,557.00	2,900.00	-	-	2,215.00	2,480.00	496.00	56	55
Jun	4,671.00	12,456.00	1,450.00	1,750.00	2,715.00	3,005.00	601.00	39	49
Jul	-	-	-	75.00	2,860.00	2,640.00	528.00	43	53
Aug	10,120.00		12,456.00		2,855.00		-		52
Sept	196,961.00		1,750.00		2,510.00		-		39
Total	**$ 369,735**	**$ 36,496**	**$ 21,977**	**$ 4,725**	**$ 31,535**	**$ 27,165**	**$ 5,433**	**468**	**521**

9% # of City's 4850 account became delinquent for this period

City of Dania Beach
General Fund
Unassigned Fund Balance - - Contingency

	----- General Fund -------	
	Contingency	**Unassigned Fund Balance**
Balance 10/1/23 (Audited)	$ 426,700	$ 28,875,722
(Uses) / Additions:		
October	-	(838,552)
November	(6,800)	(1,651,835)
December	(11,122)	-
January	(27,950)	-
February	(8,483)	-
March	(6,200)	-
April	(11,850)	(1,000,000)
May	(12,900)	-
June	(4,820)	-
July	(55,000)	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	(145,125)	(3,490,387)
Sub-Total Available	281,575	25,385,335
Other Considerations		
GFOA/City Commission 25% Reserve		(13,000,000) est.
Estimate of Availability at 09/30/24	**$ 281,575**	**$ 12,385,335**

#001-18-00-519-99-10
Contingency Account

Original Budget	$	325,000	
Amendment		101,700	Collins playground, veterans Park and 5k Race
Uses:			
		Total	
Oct		-	
Nov		(6,800)	DB Press $300;DBHS $4,000;BSO Toy Drive $2,500
December		(11,122)	$4572 5k walk; $300 DB Press; $5,000 MLK; $1,000 Winter Camp; $250 Committee of 100
January		(27,950)	$20k-Signage for Linear Park; $4k Prestge Club Etiquette Lunch $900 Winter Camop; $2.5k State of the Region MPO; $550 DB Press
February		(8,483)	Lighthouse 4 Students $1500; Love our Nation $1500 MPO Ad $250; BLC Gala $5,000 ; Awards $233.22
March		(6,200)	Loving Souls $200; BLC Scholarship $1,000;Collins Elementary Parade $5k
April		(11,850)	$3k Olsen Middle Graduation, $3k Coast Guard Aux Rental, $500 Presige Club, $4k Earth Day Sculpture; $450 Special event fees
May		(12,900)	Pedestal and Plaques -DP Key $5,900; Pillow Talk prog $2500;End of Year School Takeover Event $,500
June		(4,820)	Post 209 Boys & Girls -State $2,694; Summer Camps $2,126
July		(55,000)	Lighthouse for students $2,500; Career Source Broward $50k; Love our Nation $2,500
August			
September			
Balance Remaining	**$**	**281,575**	

City of Dania Beach

General Fund

Analysis of

Fund Balance

	Balance 10/1/23	**28,875,722**	
Uses:	**#389-90-01**		
	October	(838,552)	Carryovers/ P.O's etc
	November	(1,651,835)	Purchase of 148 N Federal Highway $1,611,426
	December	-	$40,409- Surplus Carry Over for lease of modular offices
	January	-	
	February	-	
	March	-	
	April	(1,000,000)	CW Thomas GMP Funding
	May	-	
	June	-	
	July	-	
	August		
	September		
	Total Uses (Sources)	(3,490,387)	
Estimated Balance Available 09/30/24		$ 25,385,335	
Other Considerations			
	GFOA/City Commission 25% Reserve	(13,000,000)	est.
Estimate of Availability at 09/30/24		**12,385,335**	

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JULY 9, 2024 – 7:00 P.M.

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1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:00 p.m.

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Joyce L. Davis
	Tamara James
	Marco A. Salvino, Sr.
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Elora Riera, MMC

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Special Event Application Approval - 2025 Vintage Motorcycle Show - Parks and Recreation

Commissioner James made a motion to approve the item. Vice Mayor Lewellen seconded the motion which carried unanimously.

3.2 Request for Proclamation - Florida Panther's Day - July 9, 2024 - Sponsored by Commissioner Salvino

Commissioner James made a motion to approve the item. Vice Mayor Lewellen seconded the motion which carried unanimously.

3.3 Request for Proclamation – Gertrude Jacobs – 100th Birthday – Sponsored by Vice Mayor Lewellen

Commissioner James made a motion to approve the item. Vice Mayor Lewellen seconded the motion which carried unanimously.

3.4 Rita Crockett Beach Sports Academy Proposal Presentation - Parks & Recreation

City Manager Garcia and Parks and Recreation Director Cassi Warren introduced the item. A video was played showing all of Ms. Crockett's accomplishments.

Rita Crockett provided a presentation on the proposed program she would like to implement at Frost Park.

4. PROCLAMATIONS

4.1 Parks and Recreation Month - July 2024 - *Sponsored by Commissioner James*

Commissioner James presented the proclamation.

4.2 Florida Panther's Day - *Sponsored by Commissioner Salvino*

Commissioner Salvino presented the proclamation.

4.3 Gertrude Jacobs – 100th Birthday – *Sponsored by Vice Mayor Lewellen*

Vice Mayor Lewellen presented the proclamation.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- An additional $1 million has been put in the FY2025 budget for the City's Wastewater Infrastructure Project
- Broward County Historic Board approval for renovation of the Nyberg Swanson House
- Record enrollment for the city's summer camp programs
- Phase 2 of the Griffin Road Landscaping and Beautification project is moving forward
- City Hall construction project
- Meeting with Dania Pointe executive team to increase security
- Draft design of the Emergency Operations Center coming in August
- Update on Lucky Fish Restaurant at Ocean Park

5.2 City Attorney

City Attorney Boutsis had nothing to report.

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5.3 City Clerk - Reminders

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

- August 27, 2024 - CRA Board Meeting - 5:00 p.m.
- August 27, 2024 - City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent issues at Dania Pointe, the DUI taskforce, and the July 4th Operation at the beach. He spoke about a recent arrest involving the recovery of a fully loaded Glock 17 and 117 grams of marijuana packaged for individual sale. He provided an update on the influx of fans at the Le Meridien due to the Peruvian National Team staying at the hotel and spoke about the Incident Action Plan in place for the Copa Finals. He said Operation Summer Splash resulted in 100 citations and many warnings and reminded every in the city to slow down. He encouraged everyone to come out for the 2nd Annual Fishing event in collaboration with Lighthouse Community Church at the Estates of Ft. Lauderdale on July 19th from 10:00 a.m. to 12:00 p.m.

Fire Chief Pellecer provided an update on call volumes in the city and the ISO inspection scheduled for August 13th. He said BSO Fire will be starting a new recruit class in September, and they will be ready to participate in the Dania Beach 5k event. He spoke about the Safety Meeting with the city team and said that Parks and Recreation has offered up a challenge for the fire crew to participate in the kickball tournament this year; they look forward to dethroning the previous winners.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Brother Mac – 650 S Federal Highway
- Love our Nation children
- Shawn DeRosa – 408 SE 5th Street
- Jose Armand – 50 SE 3rd Avenue
- Joanna Granett – 250 N Federal Highway
- Paula Gadal – 406 SE 3rd Street

8. CONSENT AGENDA

City Attorney Boutsis mentioned that the dates for Commission meetings listed in items 8.7 through 8.10 needs to be changed to September 12, 2024 to avoid the School Board meeting date.

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

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8.1 Minutes: June 25, 2024 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: Request for City Manager Ana M. Garcia to attend the 2024 ICMA Annual Conference September 19-25, 2024.

8.3 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT FOR RENEWAL OF THE CITY'S FULLY INSURED MEDICAL PLAN BROKERED BY THE GEHRING GROUP, AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH, WITH THE FLORIDA MUNICIPAL INSURANCE TRUST, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Human Resources)

Approved under consent agenda.

8.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR MAINTENANCE OF THE LANDSCAPING ALONG THE GRIFFIN ROAD MEDIANS EAST OF INTERSTATE 95 (I95) TO US 1/FEDERAL HIGHWAY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

8.5 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF A CRANE TRUCK IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED SIXTY ONE DOLLARS ($189,261.00) FROM PALMETTO FORD, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA23-VEH21.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

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8.6 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTED PURSUANT TO §164.1052, FLORIDA STATUTES, DECLARING THE INTENT OF THE CITY COMMISSION TO INITIATE CONFLICT RESOLUTION PROCEDURES AS SET FORTH IN CHAPTER 164, FLORIDA STATUTES; FINDING THAT A CONFLICT EXISTS WITH THE CITY OF HOLLYWOOD, FLORIDA, ARISING FROM THE LARGE USER AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE CITY OF HOLLYWOOD, DATED SEPTEMBER 28, 1990, RELATED TO THE FY 2018 - 2022 "TRUE-UP" PAYMENTS FROM THE CITY OF DANIA BEACH TO THE CITY OF HOLLYWOOD AND HOLLYWOOD'S PROPOSED INCREASE TO THE LARGE USER WASTEWATER MONTHLY INCREASE CHARGES; DIRECTING THE CITY MANAGER TO PREPARE AND FORWARD A CERTIFIED COPY OF THIS RESOLUTION AND THE REQUIRED CERTIFIED LETTER TO THE CITY MANAGER FOR THE CITY OF HOLLYWOOD AND OTHER GOVERNMENTAL UNITS PURSUANT TO SECTION 164,1052, FLORIDA STATUTES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

Approved under consent agenda.

8.7 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

Approved under consent agenda.

8.8 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA

BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

Approved under consent agenda.

8.9 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

Approved under consent agenda.

8.10 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

Approved under consent agenda.

8.11 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

Approved under consent agenda.

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8.12 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

Approved under consent agenda.

8.13 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Finance)

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

None.

10. QUASI-JUDICIAL HEARINGS

10.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-025-22MOD), SUBMITTED BY FIRST DANIA BEACH LLC, FOR PROPERTY LOCATED AT 46 SW 1ST AVENUE IN 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 and swore-in anyone who would speak. She asked the Commission to disclose any communication they had on this matter. Mayor Ryan, Vice Mayor Lewellen and Commissioner James all disclosed that they had contact with the applicant and they all can remain impartial.

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Deputy Director of Community Development Corinne Lajoie introduced the item.

Edward Abbo, The Apollo Companies, spoke about the project and the request for a site plan modification.

Discussion ensued regarding the site plan modifications Mr. Abbo is requesting.

Mr. Abbo suggested making a conditional approval for 60-40.

Mayor Ryan clarified the negotiations of the conditional site plan approval included the 60-40, the construction and design and for one of the two additional floors to be retail.

City Attorney Boutsis commented that before the motion is made, the city will need a timetable on approval, 6 months to have the funding, payments within the year and construction to start within a year, otherwise the city will be double booking the garage.

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

Commissioner James made a motion of conditional approval based on the recommendation and suggestions of the City Attorney to be placed in writing. Vice Mayor Lewellen seconded the motion which carried 4-1 on roll call vote with Commissioner Davis voting no and Commissioner James, Commissioner Salvino, Vice Mayor Lewellen and Mayor Ryan voting yes.

11. **FIRST READING ORDINANCES**

None.

12. **SECOND READING ORDINANCES**

12.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION FOR THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO ADOPT AN EVALUATION AND APPRAISAL ("EAR") REPORT BASED AMENDMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES, WHICH PROVIDES FOR A COMPREHENSIVE UPDATE TO THE GOALS, OBJECTIVES, AND POLICIES OF ALL ELEMENTS, INCLUDING REVISED TEXT AND MAP AMENDMENTS NECESSARY TO UPDATE THE DATA AND ANALYSIS OF THE COMPREHENSIVE PLAN; PROVIDING THAT THE TEXT AND MAP AMENDMENTS SHALL REPLACE IN FULL THE EXISTING TEXT AND MAPS IN ALL AMENDED ELEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.(Community Development)

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

Commissioner James made a motion to approve the item. Commissioner Salvino seconded the motion which carried 3-0 with Commissioner Davis and Vice Mayor Lewellen absent for the vote.

12.2 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, "LAND DEVELOPMENT REGULATIONS" AT PART 1. ENTITLED "USE REGULATIONS", ARTICLE 105 ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS"; AT SECTION 105-90, ENTITLED "OUTDOOR STORAGE CONTAINERS", PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

Commissioner James made a motion to approve the item. Commissioner Salvino seconded the motion which carried 3-0 with Commissioner Davis and Vice Mayor Lewellen absent for the vote.

12.3 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, "LAND DEVELOPMENT REGULATIONS", ARTICLE 275, "LANDSCAPING REQUIREMENT"; AT SECTION 275-195, "ARTIFICIAL TURF INSTALLATION", OF THE CITY CODE OF ORDINANCES, PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

- Shawn DeRosa – 408 SE 5th Street

City Attorney Boutsis suggested striking thorough all of (B)(1).

Commissioner James expressed her concern with (B)(2) and the need for using the same manufacturer and Director of Community Development Eleanor Norena responded that the

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replacement and maintenance would not require a permit. They are recommending it be the same manufacturer so that it looks the same and is not a different type of material but there is no way for them to confirm that the same manufacturer is used, it is just a guide.

City Attorney Boutsis suggested striking through the same manufacturer language.

Discussion ensued regarding 70 NW 13th Avenue. Director of Community Development Eleanor Norena responded that she and the Code Manager will visit the site.

Mayor Ryan asked if a resident is grandfathered in, are they still responsible for maintaining the turf and Director of Community Development Eleanor Norena responded yes, it is the installation that is grandfathered in. New requests for permits will be regulated.

Deputy City Manager Candido Sosa-Cruz explained the process for code complaints and violations.

Commissioner James made a motion to approve the ordinance as amended. Vice Mayor Lewellen seconded the motion which carried unanimously.

13. **DISCUSSION AND POSSIBLE ACTION**

13.1 *(If taking action on the City Manager's contract, Public Hearing is required)*
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EXTENSION OF EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, ANA M. GARCIA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Commissioner Salvino)

City Attorney Boutsis read the title of the resolution.

Commissioner Salvino introduced the item.

Commissioner James suggested amending it to two years and Commissioner Salvino accepted the amendment.

City Manager Garcia addressed the Commission.

Commissioner Davis thanked City Manager Garcia for everything she has brought to the table and for preparing the city to be in great hands with the Deputy City Manager and Directors.

Vice Mayor Lewellen commended City Manager Garcia for the culture she has created in the city and seconded the motion for two years.

Mayor Ryan suggested leaving it as is.

City Manager Garcia responded that she would like to leave it as is.

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Commissioner Salvino made a motion to approve the resolution. Vice Mayor Lewellen seconded the motion which carried unanimously.

13.2 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EXTENSION OF EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY, EVE A. BOUTSIS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Vice Mayor Lewellen)

City Attorney Boutsis read the title of the resolution.

Vice Mayor Lewellen introduced the item.

Commissioner Salvino inquired about the terms.

Mayor Ryan commented that it still requires a 3-2 vote.

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

13.3 Seeking Appraisals for MC Frost House - Sponsored by Mayor Ryan

Mayor Ryan introduced the item and commented that he is seeking two or three appraisals of the property so that the City could make a decision on purchasing the property.

Commission consensus was received for two appraisals.

13.4 Rita Crockett Beach Sports Academy Proposal - Parks and Recreation

City Manager Garcia commented that staff have looked at this item with great detail and are recommending approval of the proposal.

Parks and Recreation Director Cassi Warren introduced the item.

Commissioner Salvino suggested revising the master plan so that neither is compromised. He also asked if the area would be fenced in, and Ms. Crockett responded that it would not be fenced in.

Discussion ensued regarding public use for the community and restrictions. Ms. Crocket responded that time would be allotted for the public to come and utilize the courts.

Commissioner Davis made a motion to approve the item. Commissioner James seconded the motion which carried unanimously.

14. **APPOINTMENTS**

DRAFT

None.

15. **COMMISSION COMMENTS**

15.1 Commissioner Davis

Commissioner Davis commended Chief Human Resources Officer, Linda Gonzalez for the beautiful card and for thinking of her on her birthday. She congratulated Rita Crockett and reminded everyone of the Back-to-School Beach Clean-up on August 1st.

15.2 Commissioner James

Commissioner James sends her respects to Jean Cook and her family. She said the Arts Park sign looks great, and she cannot wait to see the finishing touches on all the art at Arts Park and Veteran's Park. She reminded everyone of Tamara James Day on July 27th at the Martin Luther King Recreation Center in Hollywood. She noted the first day of school is August 12th and wished everyone a safe remainder of the summer.

15.3 Commissioner Salvino

Commissioner Salvino said he will save his comments for after the break and wished everyone a great summer break.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen congratulated the commission and the city for all that was accomplished tonight and for the good things to come for the future of the city.

15.5 Mayor Ryan

Mayor Ryan commented that he attended the service for Jean Cook and said that she was instrumental in the city and thanked her for everything she did for the City of Dania Beach. He noted that the Dania Beach Improvement Committee's 2nd Annual Fishing Tournament is this weekend and mini season is coming up.

He is seeking approval from the Commission to utilize $2,500.00 of his contingency funds for Lighthouse 4Students and Love Our Nation. $1,250.00 to each organization. Commissioner Davis requested to match the funds for both organizations from her contingency funds. Commission consensus was received for Mayor Ryan and Commissioner Davis to utilize $2,500.00 of their contingency funds for Lighthouse 4Students and Love Our Nation.

Mayor Ryan announced that AJ Ryan Realty will be celebrating their 100th year in business on August 24th from noon to 3:00 p.m. He encouraged everyone to come out and participate in the celebration.

16. **ADJOURNMENT**

DRAFT

Mayor Ryan adjourned the meeting at 11:03 p.m.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

CITY OF DANIA BEACH

ARCHIBALD J. RYAN IV
MAYOR

Approved:

DRAFT

City of Dania Beach
Human Resources Memorandum

DATE: 8/27/2024

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Linda Gonzalez, Chief Human Resources Officer, SPHR, SHRM-SCP

SUBJECT: Request to Approve Memorandum of Understanding Regarding Adding Mental Health Benefit for full-time positions covered by the Collective Bargaining Agreement (CBA)

Request:
Approval of a resolution of the City Commission to join with the American Federation of State, County and Municipal Employees (AFSCME) to enter into a Memorandum of Understanding ("MOU") regarding the new mental health benefit for full-time positions covered by the bargaining unit.

Background:
At the July 9 City Commission meeting, the Commission approved the City's insurance benefits plan for fiscal year 2024-2025. In order to provide the new mental health benefit, Headspace, to employees whose positions are covered by the bargaining unit, an MOU with the Union is required because the parties are not currently in collective bargaining.

Headspace will give employees access to an online/mobile resource that has proven courses and expert-led guided sessions for topics such as stress, anxiety, meditation, exercise, relaxation, sleep and other programs.

While the City Administration and Commission understand that it is a better practice to negotiate benefit issues such as paid insurance in combination with all other wage and benefit issues when collective bargaining occurs in full, the Administration recommends including employees whose positions are covered by the bargaining unit at this time, and therefore requests the MOU be approved.
When Collective Bargaining resumes next year, the enhanced benefits achieved by the MOU will be incorporated into the next Collective Bargaining Agreement.

Budgetary Impact
Overall, due to the reduction in cost of medical insurance, there is a net savings to the City in the 2024/2025 budget of approximately $126,000 or -4.7%. With the newly proposed Headspace mental health benefit, the overall savings, when offered to all eligible employees will be

$114,000. Funding for the proposed insurance is planned and appropriated in the budget.

Recommendation

Approve the resolution to ratify the MOU for the new mental health benefit, Headspace.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, JOINING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") UNION IN WAIVING COLLECTIVE BARGAINING OVER THE ADDITION OF A NEW MENTAL HEALTH BENEFIT FOR ELIGIBLE EMPLOYEES WHOSE POSITIONS ARE COVERED BY THE BARGAINIGN UNIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and AFSCME are parties to a Collective Bargaining Agreement AFSCME for employees whose classifications are covered by the bargaining unit; and

WHEREAS, the Collective Bargaining Agreement provides for health insurance benefits;

WHEREAS, the City and the Union met to discuss the opportunity to allow eligible bargaining unit employees the opportunity to participate in the new mental health benefit for the 2024/2025 Fiscal Year, but cannot unilaterally provide the same benefits to employees whose positions are covered by AFSCME; and

WHEREAS, although the City Commission finds it better practice to negotiate benefit issues, such as health insurance in combination with all other wage and benefit issues when collective bargaining occurs in full, the City Commission also finds that allowing additional employees to participate in the new mental health benefit will not adversely affect future collective bargaining; and

WHEREAS, the City and Union have entered into a memorandum of understanding ("MOU") providing all eligible employees in the bargaining unit with the new mental health benefit.

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 MOU between the City and Union are attached hereto as Exhibit A. The MOU provides full-time employees whose positions are in the bargaining unit the new mental health benefit when it becomes available in 2024/2025 Fiscal Year.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DANIA BEACH
AND
AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by the CITY OF DANIA BEACH (the "City") and AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535 (the "Union"). The City and the Union are collectively referred to herein as the "Parties."

WHEREAS, the City and Union entered into a Collective Bargaining Agreement covering the period October 1, 2022, through September 30, 2025 (the "CBA");

WHEREAS, the CBA sets forth certain benefits for bargaining unit employees;

WHEREAS, the Parties have met regarding a mental health benefit that the City would like to extend to all eligible bargaining unit members; and,

WHEREAS, the Parties have met and reached agreement on implementation of this Agreement to the bargaining unit.

NOW, THEREFORE, the City and the Union agree as follows:

1. The above information is true and correct and is incorporated herein by reference.

2. All eligible bargaining unit employees will have a mental health benefit offered to them by the City as of October 1, 2024. The benefit is called Headspace. It is an online/mobile resource that provides courses and expert-led guided sessions for topics such as stress, anxiety, mediation, exercise, relaxation, and sleep. More information will be provided by the provider prior to implementation.

3. The Parties agree that paragraph 2 of this MOU represent the Parties' entire agreement as to the items related to implementation of the benefit described herein. It is understood that this MOU sets no precedent for any future situations.

4. The Parties agree that this MOU cannot be amended or modified without the express written consent of the Parties.

5. The Parties have had the opportunity to consult with legal counsel of their choosing prior to executing this MOU.

6. The effective date of this MOU is as of the date it is ratified by both Parties. Implementation of the benefits described herein will be as of the dates indicated in paragraphs 2 and 3 of this MOU.

7. This MOU automatically expires on September 30, 2025, and will not thereafter apply unless specifically agreed to in writing by the Parties.

DATED this _____ day of _____, 2024.

AFSCME FLORIDA COUNCIL 79, AFL-CIO
LOCAL 3535

Willis B. Washington, Jr., President
President

THE CITY OF DANIA BEACH

Ana M. Garcia, City Manager

Attest _____
Elora Riera, City Clerk

Authority of Resolution No. 2024-___, duly passed and adopted by the Dania Beach City Commission on: _____

As to Legal Form and Sufficiency:

_____
Eve A. Boutsis, City Attorney

City of Dania Beach
Finance Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: A Resolution authorizing a loan in an amount not to exceed $35,000,000.00 from the Florida Municipal Loan Council (FMLC) for the construction of drainage improvements

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Request:
The Finance Department requests approval of a Resolution authorizing a loan in an amount not to exceed $35,000,000.00 from the Florida Municipal Loan Council (FMLC) for the construction of drainage improvements.

Background:
The City of Dania Beach is investing heavily in its infrastructure, particularly storm drains and other methods to remove or mitigate groundwater resulting from significant rain events and high tides. The City will soon begin construction of Phase I of the Southeast Drainage Improvements project, which has a total estimated cost of $32 million and the City will receive approximately $10 million in grants toward this project. Additionally, there are several other significant drainage projects planned which, combined with the Southeast Drainage Project, necessitate loan funding in an amount not to exceed $35 million.

On April 9, the City Commission authorized the execution of a Letter of Intent with FMLC to begin the loan issuance process. The FMLC will issue a revenue bond underwritten by the credit of the City, and then provide a loan to the City for the same amount. The annual debt service requirement is estimated at $1.8 million, and will be funded through the Stormwater Non-Ad Valorem Assessment.

The approval of this Resolution and the associated Exhibits allows the City to move forward with the FMLC bond issuance process with a closing scheduled for the ending of September.

Budgetary Impact
All costs associated with the issuance of the loan will be paid from the proceeds of the loan. The annual debt service costs will be based upon the actual loan amount and final interest rate.

Recommendation
Approve the Resolution authorizing a loan in an amount not to exceed $35,000,000.00 from the

Florida Municipal Loan Council (FMLC) for the construction of drainage improvements.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING A LOAN IN AN AMOUNT NOT TO EXCEED $35,000,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL TO ACQUIRE, CONSTRUCT, RENOVATE, AND EQUIP CERTAIN CAPITAL PROJECTS AND TO REFUND ALL OR A PORTION OF THE CITY OF DANIA BEACH, FLORIDA CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2024, EACH AS DESCRIBED HEREIN; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE FORM OF THE SUMMARY NOTICE OF SALE AND THE OFFICIAL NOTICE OF SALE; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT IN CONNECTION WITH THE FLORIDA MUNICIPAL LOAN COUNCIL REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2024C (CITY OF DANIA BEACH SERIES); PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, participating governmental units have created the Florida Municipal Loan Council (the "Council") pursuant to a certain Interlocal Agreement and pursuant to Chapter 163, Part I, Florida Statutes, for the purpose of issuing its bonds to make loans to participating governmental units for qualified projects; and

WHEREAS, the City of Dania Beach, Florida (the "Borrower"), a municipal corporation, is duly created and existing pursuant to the Constitution and laws of the State of Florida (the "State"); and

WHEREAS, there is a substantial need for the continued preservation of the welfare and convenience of the Borrower and its citizens to finance the acquisition, construction, and equipping of certain capital improvements to the stormwater utility system of the Borrower, including, but not limited to, drainage projects, replacement of piping, and installation of tidal valves on outfall piping, all as more particularly described in the plans and specifications on file with the Borrower, as the same may be amended and supplemented from time to time by the Borrower (collectively, the "Project"); and

WHEREAS, on April 17, 2024, the Borrower issued its Capital Improvement Revenue Note, Series 2024 in the principal amount of not to exceed $6,000,000 (the "Refunded Note") for the purpose of financing certain capital improvements to the stormwater utility system of the Borrower, including, but not limited to, the Southeast Drainage Project Phase I (the "Refunded Project"); and

WHEREAS, it is determined that it is necessary and desirable and in the best interest of the Borrower to refinance the Refunded Note in order to provide for the long-term permanent financing for the Refunded Project; and

WHEREAS, the Borrower has determined that refinancing the Refunded Note and financing the Project through a financing program through the Council, which regularly undertakes projects requiring significant debt financing within the State, would provide for low-cost refinancing of the Refunded Note and low-cost financing of the Project through administrative support and access to experience and knowledge in accessing the capital markets; and

WHEREAS, the Borrower has determined that it is in the best interest of the Borrower and the citizens thereof to request the Council to issue its Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series) (the "Bonds"), on behalf of the Borrower and to borrow funds through a new financing (the "Loan") secured by a Loan Agreement, between the Borrower and the Council (the "Loan Agreement"), to finance the Project; and

WHEREAS, debt service on the Loan will be secured by a covenant to budget and appropriate all legally available revenues and taxes of the Borrower derived from any source whatsoever other than ad valorem taxation on real and personal property, including, but not limited to the stormwater special assessment imposed by the Borrower (the "Non-Ad Valorem Revenues"); and

WHEREAS, the Non-Ad Valorem Revenues shall be sufficient to pay all principal of and interest and prepayment premium, if any, on the Loan, as the same becomes due, and to make all required deposits or payments required by this Resolution and the Loan Agreement; and

WHEREAS, the Borrower shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Loan or to make any other payments to be made

under this Resolution or the Loan Agreement. The Loan shall not constitute a lien on any property owned or situated within the geographic limits of the Borrower.

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

Section 1. Adoption of Representations. That the foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authority. That this Resolution is adopted pursuant to Chapter 166, Florida Statutes, the Charter of the Borrower, and other applicable provisions of law.

Section 3. Authorization of the Refinancing and Financing. That the refinancing of the Refunded Note and the financing of the Project are hereby authorized.

Section 4. Negotiated Loan. That duue to the complicated nature of the financing, the ability of the Council to access additional markets, and for the Borrower to receive the benefits of favorable interest rates and lower issuance costs, it is hereby determined that it is in the best interest of the Borrower that the Loan to the Borrower be made from the proceeds of the Bonds, as opposed to the Borrower borrowing funds pursuant to a public or negotiated sale conducted by the Borrower.

Section 5. Loan Amount. That the principal amount of the Loan to the Borrower evidenced by the Loan Agreement shall not exceed $35,000,000 (without regard to original issue discount or premium). The Loan shall be made as a tax-exempt borrowing, which shall include, but is not limited to, the costs of funding a reserve fund, if any, the costs of issuance incurred by the Borrower and the Council, administrative fees of the Florida League of Cities, Inc., and other ongoing costs, and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement.

Section 6. Approval and Delivery of Loan Agreement. That the Mayor, as attested by the City Clerk, and approved as to form and correctness by the City Attorney, or their duly authorized designee, are hereby authorized and directed to execute and deliver the Loan Agreement to evidence the Loan and to undertake all actions in respect to the Loan Agreement, which is in substantially the form attached hereto as Exhibit A with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, the City Clerk, or their duly authorized designee, the execution thereof being conclusive evidence of such approval.

Section 7. Approval and Delivery of Continuing Disclosure Agreement. That the Mayor, the City Manager, the City Clerk, or any other appropriate officers of the Borrower are authorized and directed to execute and deliver a Continuing Disclosure Agreement concerning compliance with the rules of the Securities and Exchange Commission concerning continuing disclosure by the Borrower, to be entered into by and between the Borrower and the Florida League of Cities, Inc., as dissemination agent, in substantially the form attached as Exhibit B with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, the City Manager, the City Clerk, or their duly authorized designee, the execution thereof being conclusive evidence of such approval.

Section 8. Delegation of Authority to Approve terms of the Bonds; Approval of Summary Notice of Sale and Official Notice of Sale.

(A) Subject to full satisfaction of the conditions set forth in Section 8(E) hereof, the Council is hereby authorized, upon consultation with the Mayor, the City Manager, or their duly authorized designee, to approve, in accordance with the provisions hereof, the terms of the Bonds, including, but not limited to: (i) the dated date; (ii) the aggregate principal amount; (iii) whether such bonds are issued as serial bonds or term bonds; (iv) the maturity dates and amounts; (v) the interest rates, prices, yields, and interest payment dates; (vi) the optional redemption features, if any; (vii) the amortization installments and other mandatory redemption features, if any; (viii) the reserve requirement, if any; (ix) the sale date and the delivery date; (x) the application of the proceeds; and (xi) all other details of the Bonds.

(B) It is hereby found, determined, and declared that it is in the best interest of the public and the Borrower to provide for the Council to sell the Bonds by competitive bid.

(C) The form of the Summary Notice of Sale attached hereto as Exhibit C-1 (the "Summary Notice of Sale") and the form of the Official Notice of Sale attached hereto as Exhibit C-2 (the "Official Notice of Sale"), are hereby approved, with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, the City Manager, or their duly authorized designee. The Borrower hereby authorizes the Council to publish the Summary Notice of Sale in a newspaper publication pursuant to the requirements of law, and the Council's distribution of the Official Notice of Sale based on the advice of Public Resources Advisory Group Inc., the financial advisor to the Borrower (the "Financial Advisor").

(D) The Mayor, the City Manager, or their duly authorized designee, is hereby authorized, in light of market conditions and in order to minimize the Borrower's interest costs, to determine the bid date, based on the advice of the Financial Advisor as to the most advantageous date for such sale.

(E) The Mayor, the City Manager, or their duly authorized designee, is hereby authorized to direct the Council to award the Bonds to the responsive bidder offering to purchase the Bonds at the lowest true interest cost (the "Purchaser") in accordance with the Official Notice of Sale; provided, however, that (a) the aggregate principal amount (without regard to original issue discount or premium) of the Bonds shall not exceed $35,000,000; (b) the true interest cost of the Bonds shall not to exceed 6.00%; (c) the Bonds shall be subject to redemption prior to maturity as described in the Official Notice of Sale; and (d) the final maturity date of the Bonds shall not be later than October 1, 2054. The Mayor, the City Manager, or their duly authorized designee, is hereby authorized to direct the Council to award the sale of the Bonds to the Purchaser pursuant to the terms hereof and of the Official Notice of Sale. In accordance with the provisions of the Official Notice of Sale, the Mayor, the City Manager, or their duly authorized designee, may, in their discretion, direct the Council to reject any and all bids.

(F) Prior to the Delivery of the Bonds, the Purchaser, as applicable, shall provide the Borrower a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes.

(G) The Borrower hereby determines that the amount of the reserve requirement for the Bonds shall be determined based upon the advice of the Financial Advisor and the Council as finally established at the time of marketing the Bonds and included in the Indenture (as defined herein); provided, however, such reserve requirement shall not be greater than (i) the maximum annual debt service requirement of the Bonds, (ii) 125% of the average annual debt service requirement of the Bonds, or (iii) an amount equal to 10% of the proceeds of the sale of the Bonds; provided further such reserve requirement may be lower than such amounts or zero. If the reserve requirement for the Bonds is greater than zero, and upon consultation with the Financial Advisor and the Council it is determined to be the most economical or prudent structure, the Mayor, the City Manager, or their duly authorized designee, hereby directs the Council to solicit bids from surety bond providers in order to obtain the most favorable premiums on a surety bond. The Borrower hereby authorizes the Council to accept, execute, and deliver a commitment

of the surety bond provider that provides the terms and provisions which, after consultation with the Financial Advisor, is in the best interest of the Borrower. The Borrower hereby authorizes the Council to purchase a surety bond for the Bonds equal to the reserve requirement from a surety bond provider and payment for such surety bonds is hereby authorized from proceeds of the Bonds, after consultation with the Financial Advisor. If a surety bond is purchased, the Borrower hereby authorizes the Council to enter into a financial guaranty agreement for the Bonds with a surety bond provider.

(H) The Borrower hereby authorizes the Purchaser to opt to insure, at its expense, all, some, or none of the Bonds with a municipal bond insurance policy in accordance with the Summary Notice of Sale and the Official Notice of Sale, and further authorizes the Mayor, the City Manager, or their duly authorized designee, based on the advice of the Financial Advisor and the Council, to direct the Council to take any actions and do all things necessary in order to accept such municipal bond insurance policy in connection with the issuance of the Bonds to the extent that it is in the best economic interest of the Borrower.

Section 9. Indenture. That Borrower hereby acknowledges and consents to the Bonds being issued by the Council pursuant to a Trust Indenture, and any supplemental indentures thereto (the "Indenture"), to be executed by the Council and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

Section 10. Preliminary And Final Official Statement. That the preparation and distribution of a preliminary and final official statement (collectively, the "Official Statement"), which is substantially in the form attached hereto as Exhibit D, in connection with the offering and sale of the Bonds is hereby authorized. The sections of the Official Statement relating to the Borrower are hereby approved and adopted by the Borrower with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, City Manager, or their duly authorized designee. The Mayor, the City Manager, or their duly authorized designee is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934 in the form as mailed. Execution of a certificate by the Mayor, the City Manager, or their duly authorized designee, deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any changes, amendments, modifications, deletions, and additions.

Section 11. Other Instruments. That the Mayor, the City Clerk, the City Attorney, the City Manager, or any other appropriate officers, attorneys, and other agents or employees of the Borrower are authorized and directed to perform all acts and things required by this Resolution, the Loan Agreement, the Continuing Disclosure Agreement, the Summary Notice of Sale, the Official Notice of Sale, the Indenture, and the Official Statement, or otherwise desirable or consistent with the requirements thereof and hereof, for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in this Resolution, the Loan Agreement, the Continuing Disclosure Agreement, the Summary Notice of Sale, the Official Notice of Sale, the Indenture, and the Official Statement (including but not limited to, the execution of all tax documents relating to the tax exempt status of the Loan), and they are hereby authorized to execute and deliver all documents that shall be required by bond counsel, disclosure counsel, the Council, the Purchaser, or the Trustee. All actions taken to date by the officers of the Borrower in furtherance of the issuance of the Bonds and the making of the Loan are hereby approved, confirmed, and ratified.

Section 12. Repeal Of Resolutions In Conflict. That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. Severability Clause. That if any phrase, clause, sentence, paragraph, or section of this Resolution is for any reason held invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution.

Section 14. Effective Date. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

THIS SPACE INTENTIONALLY LEFT BLANK

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

FORM OF LOAN AGREEMENT

EXHIBIT B

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT C-1

FORM OF SUMMARY NOTICE OF SALE

EXHIBIT C-2

FORM OF OFFICIAL NOTICE OF SALE

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

LOAN AGREEMENT

By and Between

FLORIDA MUNICIPAL LOAN COUNCIL

and

CITY OF DANIA BEACH, FLORIDA

Dated as of _____ 1, 2024

FLORIDA MUNICIPAL LOAN COUNCIL
REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2024C
(CITY OF DANIA BEACH SERIES)

This Instrument Prepared By:

Jason M. Breth, Esquire
Bryant Miller Olive P.A.
1545 Raymond Diehl Road, Suite 300
Tallahassee, Florida 32308

and

JoLinda Herring, Esquire
Bryant Miller Olive P.A.
SunTrust International Center
1 SE 3rd Avenue, Suite 2200
Miami, Florida 33131

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LOAN AGREEMENT

This Loan Agreement (the "Loan Agreement"), is dated as of _____ 1, 2024, and entered into by and between the FLORIDA MUNICIPAL LOAN COUNCIL (the "Council"), a separate legal entity and public body corporate and politic duly created and existing under the Constitution and laws of the State of Florida (the "State"), and the CITY OF DANIA BEACH , FLORIDA (the "Borrower"), a duly constituted municipality under the laws of the State.

W I T N E S S E T H:

WHEREAS, pursuant to the authority of the Act (as hereinafter defined), the Council desires to loan to the Borrower the amount necessary to enable the Borrower to finance, refinance, or reimburse the Costs (as hereinafter defined) of the Project (as hereinafter defined), and the Borrower desires to borrow such amount from the Council subject to the terms and conditions of and for the purposes set forth in this Loan Agreement; and

WHEREAS, the Council is a separate legal entity and public body corporate and politic duly created and existing under the laws of the State organized and existing under and by virtue of that certain Interlocal Agreement by and among, initially, the City of DeLand, Florida, the City of Rockledge, Florida, and the City of Stuart, Florida, as amended and supplemented, together with the additional governmental entities who become members of the Council, in accordance with Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, the Council has determined that there is substantial need within the State for a financing program (the "Program") which will provide funds for qualifying projects for the participating borrowers, including the Borrower; and

WHEREAS, the Council is authorized under the Interlocal Act to issue its revenue bonds to provide funds for such purposes; and

WHEREAS, the Council has determined that the public interest will best be served and that the purposes of the Interlocal Act can be more advantageously obtained by the Council's issuance of revenue bonds in order to loan funds to the Borrower to finance or refinance the Project; and

WHEREAS, the Borrower is authorized under and pursuant to the Act to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, the Borrower has determined that a covenant to budget and appropriate legally available non-ad valorem revenues, as described herein, shall secure this Loan Agreement; and

WHEREAS, the Borrower has determined that there is a substantial need for the financing or refinancing of the Project, as applicable; and

WHEREAS, the Council and the Borrower have determined that the lending of funds by the Council to the Borrower pursuant to the terms of this Loan Agreement and that certain Trust Indenture, dated as of _____ 1, 2024, by and between the Council and the Trustee (as hereinafter defined), including any amendments and supplements thereto (the "Indenture"), relating to the issuance of the Bonds (as hereinafter defined), will assist in the development and maintenance of the public welfare of the residents of the State and the areas served by the Borrower, and shall serve a public purpose by improving the health and living conditions, and providing adequate governmental services, facilities, and programs and will promote the most efficient and economical development of such services, facilities, and programs in the State; and

WHEREAS, neither the Council, the Borrower, the State, nor any political subdivision thereof (other than the Borrower to the extent of its obligations under the Loan Agreement only), shall in any way be obligated to pay the principal of, premium, if any, or interest on those certain revenue bonds of the Council designated the "Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series)" (the "Bonds") as the same shall become due, and the issuance of the Bonds shall not directly, indirectly, or contingently obligate the Council, the Borrower, the State, or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for their payment but shall be payable solely from the funds and revenues pledged under and pursuant to this Loan Agreement and the Indenture.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings, and any other hereinafter defined words and terms, shall have the meanings as therein defined.

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants.

"Act" means, collectively, to the extent applicable to the Borrower, Chapter 163, Part I, Florida Statutes, Chapter 166, Part II, Florida Statutes, and Chapter 125, Part I, Florida Statutes, each as amended, and all other applicable provisions of law.

"Additional Payments" means payments required by Section 5.03 hereof.

"Adjusted Essential Expenditures" means essential expenditures for general government and public safety as shown in the Borrower's audited financial statements less any revenues derived from ad valorem taxation on real and personal property that are legally available to pay for such expenditures.

["Alternate Surety Bond" means any letter of credit or surety bond obtained to replace the Surety Bond then in effect pursuant to the Indenture.]

["Alternate Surety Bond Provider" means any provider of an Alternate Surety Bond.]

"Authorized Representative" means, when used pertaining to the Council, the Chairman of the Council and such other designated members, agents, or representatives as may hereafter be selected by Council resolution; and, when used with reference to a Borrower which is a municipality, means the person performing the functions of the Mayor (or Deputy, Acting, or Vice Mayor) or City Manager of such Borrower thereof, or other officer authorized to exercise the powers and performs the duties of the Mayor or City Manager; and, when used with reference to an act or document, also means any other person authorized by resolution or ordinance to perform such act or sign such document.

"Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year.

"Basic Payments" means the payments denominated as such in Section 5.01 hereof.

"Bond Counsel" means Bryant Miller Olive P.A., Miami, Florida, or any other nationally recognized bond counsel, selected by the Council.

["Bond Insurance Policy" means the municipal bond insurance policy of the Bond Insurer guaranteeing the scheduled payment when due of the principal of and interest on the Bonds as provided therein.]

["Bond Insurer" means _____, a _____, and any successors or assigns thereto.]

"Bondholder" or "Holder," "holder of Bonds," "Owner," or "owner of Bonds," whenever used herein with respect to a Bond, means the Person in whose name such Bond is registered.

"Bonds" means the $_____ Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series) issued pursuant to Article II of the Indenture.

"Borrower" means the City of Dania Beach, Florida, the governmental unit which is described in the first paragraph and on the cover page of this Loan Agreement and which is borrowing and using the Loan proceeds to finance, refinance, and/or be reimbursed for, all or a portion of the Costs of the Project.

"Business Day" means any day of the year which is not a Saturday or Sunday or a day on which banking institutions located in New York City or the State are required or authorized to remain closed or on which the New York Stock Exchange is closed.

"Certificate," "Statement," "Request," "Requisition," or "Order" of the Council mean, respectively, a written certificate, statement, request, requisition, or order signed in the name of the Council by its Chairman, Program Administrator, or such other person as may be designated and authorized to sign for the Council; or of the Borrower mean, respectively, a written certificate, statement, request, requisition, or order signed in the name of the Borrower by its Mayor (or Deputy, Acting or Vice Mayor) or City Manager, or such other person as may be designated and authorized to sign for the Borrower. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion, or representation, and the two or more so combined shall be read and construed as a single instrument.

"Closing" means the closing of a Loan pursuant to the Indenture and this Loan Agreement.

"Closing Memorandum" means the closing memorandum prepared in connection with the Closing of the Bonds and the Loan.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, including, when appropriate, the statutory predecessor thereof, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context hereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final or temporary regulations and also including regulations issued pursuant to the statutory predecessor of the Code, the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions).

"Costs" mean the purchase price of any project acquired; the cost of improvements; the cost of construction, extension or enlargement; the cost of all lands, properties, rights, easements and franchises acquired; the cost of all machinery and equipment, financing charges, interest during construction; and, if deemed advisable, for one year after completion of construction, cost of investigations, audits, and engineering and legal services; and all other expenses necessary or incident to determining the feasibility or practicability of such acquisition or construction, administrative expense and such other expenses as may be necessary or incident

to the financing herein authorized and to the acquisition or construction of a project and the placing of the same in operation. Any obligation or expense incurred by the Borrower prior to the issuance of bonds for engineering studies and for estimates of cost and of revenues, and for other technical, financial, or legal services in connection with the acquisition or construction of any project, may be regarded as a part of the cost of such project.

"Council" means the Florida Municipal Loan Council.

"Counsel" means an attorney duly admitted to practice law before the highest court of the State and, without limitation, may include legal counsel for either the Council, a Borrower, or the Trustee.

"Debt" means at any date (without duplication) all of the following to the extent that they are guaranteed or secured by or payable in whole or in part from any Non-Ad Valorem Revenues (a) all obligations of the Borrower for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments; (b) all indebtedness of other persons to the extent guaranteed by, the Non-Ad Valorem Revenues of the Borrower; and (c) any obligation of the Borrower for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments where the security provided by the Non-Ad Valorem Revenues is not the primary security for the obligation or is a backup pledge for the obligation; provided, however, if with respect to any obligation contemplated in (b) or (c) above, such obligation shall not be considered "Debt" for purposes of this Loan Agreement unless the Borrower has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Borrower has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Event of Default" shall have the meaning ascribed to such term in Section 8.01 of this Loan Agreement.

"Fiscal Year" means the fiscal year of the Borrower.

"Funds" means the funds created pursuant to Section 4.02 of the Indenture related to the Bonds.

"Governmental Obligations" means (i) non-callable direct obligations of the United States of America ("Treasuries"), (ii) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian,

under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any Person claiming through the custodian or to whom the custodian may be obligated, or (iii) any combination of the foregoing.

"Indenture" means the Trust Indenture dated as of _____ 1, 2024, between the Council and the Trustee, including any indentures amendatory or supplemental thereto, pursuant to which (a) the Bonds are authorized to be issued, and (b) the Council's interest in the Trust Estate is pledged as security for the payment of the principal of, premium, if any, and interest on the Bonds.

"Interest Payment Date" means April 1 and October 1 of each year, commencing April 1, 2025.

"Interest Period" means the semi-annual period between Interest Payment Dates.

"Interlocal Act" means Chapter 163, Part I, Florida Statutes.

"Interlocal Agreement" means that certain Interlocal Agreement originally dated as of December 1, 1998, initially among the City of Stuart, Florida, the City of Rockledge, Florida, and the City of DeLand, Florida, together with the additional governmental entities who become members of the Council, all as amended and supplemented from time to time.

"Loan" means the loan made to the Borrower from proceeds of the Bonds in order to (a) finance the Costs of the Project and (b) prepay the Refunded Note and thereby refinance the Costs of the Project, each in the amounts specified in Section 3.01 herein.

"Loan Agreement" means this Loan Agreement and any amendments and supplements hereto.

"Loan Repayments" means the payments of principal and interest and other payments payable by the Borrower pursuant to the provisions of this Loan Agreement, including, without limitation, Additional Payments.

"Loan Term" means the term provided for in Article IV of this Loan Agreement.

["Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Council, with the approval of the Bond Insurer, by notice to the Trustee.]

"Net Non-Ad Valorem Revenues Available For Debt Service" means the Non-Ad Valorem Revenues minus Adjusted Essential Expenditures.

"Non-Ad Valorem Revenues" means all revenues and taxes of the Borrower derived from any source whatsoever, other than ad valorem taxation on real and personal property, and which are legally available to make the Loan Repayments.

"Person" or "person" means an individual, a corporation, a partnership, an association, a trust, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Principal Payment Date" means the maturity date or mandatory redemption date of any Bond.

"Program" means the Council's program of making the Loan under the Act and pursuant to the Indenture.

"Program Administrator" means the Florida League of Cities, Inc., a non-profit Florida corporation.

"Project" means a governmental undertaking approved by the governing body of a Borrower for a public purpose, including the refinancing of any indebtedness, which shall include the Borrower's Project detailed on Exhibit A hereof.

"Refunded Note" means the not to exceed $6,000,000 City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2024.

"Revenues" means all Loan Repayments paid to the Trustee for the accounts of the Borrower for deposit in the Series 2024C Principal Fund and Series 2024C Revenue Fund to pay principal of, premium, if any, and interest on the Bonds upon redemption, at maturity, or to pay interest on the Bonds when due, and all receipts of the Trustee credited to the Borrower under the provisions of this Loan Agreement.

["S&P" means Standard & Poor's Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Council, with the approval of the Bond Insurer, by notice to the Trustee.]

"Series 2024C Cost of Issuance Fund" means the fund by that name established pursuant to Section 4.02 of the Indenture related to the Bonds.

"Series 2024C Principal Fund" means the fund by that name established pursuant to Section 4.02 of the Indenture related to the Bonds.

"Series 2024C Project Loan Fund" means the fund by that name established pursuant to Section 4.02 of the Indenture related to the Bonds.

["Series 2024C Reserve Fund" means the fund by that name established pursuant to Section 4.02 of the Indenture.]

"Series 2024C Revenue Fund" means the fund by that name established pursuant to Section 4.02 of the Indenture related to the Bonds.

"State" means the State of Florida.

["Surety Bond" means the Municipal Bond Debt Service Reserve Insurance Policy No. _____, as amended, modified, and supplemented from time to time, issued by the Surety Bond Provider guaranteeing certain payments into the respective reserve funds with respect to the Bonds and any other series of the Council's bonds, as provided therein, or any Alternate Surety Bond.]

["Surety Bond Provider" means _____, a _____, and any successors or assigns thereto or any Alternate Surety Bond Provider.]

"Trust Estate" means the property, rights, Revenues, and other assets pledged and assigned to the Trustee pursuant to the Granting Clauses of the Indenture.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee, or any successor thereto under the Indenture.

SECTION 1.02. Uses of Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Bondholder," "Owner," and "person" shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as persons. All references herein to specific Sections of the Code refer to such Sections of the Code and all successor or replacement provisions thereto.

[Remainder of page intentionally left blank]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BORROWER AND COUNCIL

SECTION 2.01. Representations, Warranties, and Covenants. The Borrower represents, warrants, and covenants on the date hereof for the benefit of the Council, the Trustee, the Borrower, [the Bond Insurer,] and Bondholders, as applicable, as follows:

(a) Organization and Authority. The Borrower:

(1) is a duly organized and validly existing municipality of the State and is a duly organized and validly existing Borrower; and

(2) has all requisite power and authority to own and operate its properties, to finance the Costs of the Project, to refinance and prepay the Refunded Note, to covenant to budget and appropriate the Non-Ad Valorem Revenues, and to carry on its activities as now conducted and as presently proposed to be conducted.

(b) Full Disclosure. There is no fact that the Borrower knows of which has not been specifically disclosed in writing to the Council [and the Bond Insurer,] that materially and adversely affects or, except for pending or proposed legislation or regulations that are a matter of general public information affecting the State municipalities generally, that will materially affect adversely the properties, activities, prospects, or condition (financial or otherwise) of the Borrower or the ability of the Borrower to perform its obligations under this Loan Agreement.

The audited financial statements, including, but not limited to the audited financial statements for the Borrower's Fiscal Year ended September 30, 2023, balance sheets, and any other written statement furnished by the Borrower to the Council[, the Bond Insurer,] and _____, as underwriter of the Bonds (the "Underwriter") were prepared in accordance with Generally Accepted Accounting Principles ("GAAP") and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Council[, the Bond Insurer,] and the Underwriter in writing which materially affects adversely or is likely to materially affect adversely the financial condition of the Borrower, or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower, except as specifically described in writing to the Council[, the Bond Insurer,] and the Underwriter in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects, or condition (financial or otherwise) of

the Borrower, or the existence or powers or ability of the Borrower to enter into and perform its obligations under this Loan Agreement.

(d) Borrowing Legal and Authorized. The execution and delivery of this Loan Agreement and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement:

(1) are within the powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement, or other agreement or instrument (other than this Loan Agreement) or restriction to which the Borrower is a party or by which the Borrower, its properties, or operations are bound as of the date of this Loan Agreement, or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge, or encumbrance, which breach, default, lien, charge, or encumbrance (described in (i) or (ii)) could materially and adversely affect the validity or the enforceability of this Loan Agreement or the Borrower's ability to perform fully its obligations under this Loan Agreement; nor does such action result in any violation of the provisions of the Act, or any laws, ordinances, governmental rules or regulations, or court orders to which the Borrower, its properties, or operations may be bound.

(e) No Defaults. No event has occurred and no condition exists that constitutes an Event of Default, or which, upon the execution and delivery of this Loan Agreement and/or the passage of time or giving of notice or both, would constitute an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (i) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to by the Council [and the Bond Insurer,] and (ii) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Borrower with the terms hereof), of any terms of any agreement or other instrument to which it is a party or by which it, its properties, or operations may be bound, which may materially adversely affect the ability of the Borrower to perform hereunder.

(f) Governmental Consent. The Borrower has obtained, or will obtain, all permits, approvals, and findings of non-reviewability required as of the date hereof by any governmental body or officer for the acquisition, construction, installation, and/or equipping of the Project, including, but not limited to, construction and renovation work necessary for such acquisition, construction, renovation, installation, and/or equipping, the financing or refinancing thereof, or the reimbursement of the Borrower therefor, or the use of the Project; the Borrower has complied with or will comply with all applicable provisions of law requiring any

notification, declaration, filing, or registration with any agency or other governmental body or officer in connection with the acquisition, construction, and/or equipping of the Project, including, but not limited to, construction and renovation work necessary for such acquisition, construction, renovation, installation, and/or equipping, financing or refinancing thereof, or reimbursement of the Borrower therefor. Any such action, acquisition, construction, renovation, installation, equipping, financing, refinancing, or reimbursement contemplated in this Loan Agreement is consistent with, and does not violate or conflict with, the terms of any such agency or other governmental consent, order, or other action which is applicable thereto. No further consent, approval, or authorization of, or filing, registration or qualification with, any governmental authority is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement, or to amounts becoming outstanding hereunder.

(g) Compliance with Law. The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, and which are material to its properties, operations, finances, or status as a municipal corporation.

(h) Use of Proceeds.

(1) New Construction Portion of the Project.

(i) The Borrower deems it necessary, desirable, and in the best financial interest of the Borrower to finance the acquisition, construction, and/or equipping of the new construction portion of the Project. The financing of such portion of the Project in the manner herein provided is hereby authorized. The Borrower will apply a portion of the proceeds of the Loan from the Council for the financing of the Costs of the Project as set forth in Exhibit A hereto. Simultaneously with the closing of the Loan, a portion of the proceeds of the Loan will, at the Borrower's request and instruction as provided in Section 3.04 hereof, be transferred by the Underwriter directly to the Trustee for deposit by the Trustee into the Series 2024C Project Loan Fund established pursuant to the Indenture. On the Closing Date, the Borrower will provide the Trustee with the Closing Memorandum and thereafter, a requisition in the form of the requisition attached hereto as Exhibit E for the expenditure of the amounts of the Loan in the Series 2024C Project Loan Fund. If any component of the Project listed in Exhibit A is not paid for out of the proceeds of the Loan at the Closing of the Loan, Borrower shall, as quickly as reasonably possible, with due diligence, and in any event prior to _____, 2027, use the remainder of the proceeds of the Loan listed in Exhibit A and any investment earnings thereon to pay the Costs of the Project, provided that, such time limit may be extended by the written consent of the Council with notice to the Trustee. The Borrower may amend Exhibit A to provide for the financing of different or additional Projects if the Borrower, after the date hereof, deems it to not be in the interest of the Borrower to acquire or construct any item of the Project or the Costs of the Project prove to be less than

the amounts listed on Exhibit A and the investment earnings thereon, without the consent of the Council or the Trustee (but with notice thereto); provided, however, the Borrower must obtain an opinion of Bond Counsel to the effect that such an amendment and the completion of the revised Project will not adversely affect the validity or tax-exempt status of the Bonds regarding the amended Exhibit A.

(ii) Costs of the Project which may be financed include, but are not limited to, all reasonable or necessary direct or indirect costs of or incidental to the acquisition, construction, renovation, installation, or equipping of the Project, including operational expenses during the construction period which would qualify for capitalization under GAAP, the incidental costs of placing the same in use, and financing expenses (including costs of issuance, the application or origination fees, if any, of the Council, [premium and fees paid to the Bond Insurer,] and the Borrower's Counsel fees). Costs of the Project shall not include operating expenses.

(2) Refunding Portion of the Project.

(i) The Borrower has heretofore issued and has presently outstanding and unpaid the Refunded Note. The Borrower deems it necessary, desirable, and in the best financial interest of the Borrower that the Refunded Note be prepaid in order to provide for the long-term permanent financing for the Projects as set forth in Exhibit A hereto. The refinancing and prepayment of the Refunded Note in the manner herein provided is hereby authorized.

(ii) The Borrower will apply a portion of the proceeds of the Loan from the Council for the refinancing of the Refunded Note and thereby refinance the Projects as set forth in Exhibit A hereto. Simultaneously with the closing of the Loan, a sufficient portion of the proceeds of the Loan will, at the Borrower's request and instruction as provided in Section 3.04 hereof and in the Closing Memorandum, be transferred by the Underwriter directly to the holder of the Refunded Note to effectuate the prepayment of the principal of, premium, if any, and interest on the Refunded Note.

(3) The Borrower understands that the actual Loan proceeds received by it are less than the sum of the face amount of the Loan Agreement plus the reoffering premium and less any discount in an amount equal to a discount as described in Section 3.01 hereof. The Borrower will accordingly be responsible for repaying, through the Basic Payments portion of its Loan Repayments, the portion of the Bonds issued to fund its Loan including the portion issued to fund the underwriting discount, net original issue premium, and other fees and costs of issuing the Bonds.

(4) The Borrower covenants that it will make no use of the proceeds of the Bonds which are in its control at any time during the term of the Bonds which would cause such Bonds to be "Arbitrage Bonds" within the meaning of Section 148 of the Code.

(5) The Borrower, by the Trustee's acceptance of the Indenture, covenants that the Borrower shall neither take any action nor fail to take any action or to the extent that it may do so, permit any other party to take any action which, if either taken or not taken, would adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Bonds.

(i) Project. All items constituting the Project are permitted to be financed with the proceeds of the Bonds and the Loan pursuant to the Act.

(j) Compliance with Interlocal Act and Interlocal Agreement. The Council hereby covenants and represents that all agreements and transactions provided for herein or contemplated hereby are in full compliance with the terms of the Interlocal Agreement and the Interlocal Act.

SECTION 2.02. Covenants of Borrower. The Borrower makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the Loan Term:

(a) Security for Loan Repayment. Subject to the provisions of Section 2.02(k) hereof, the Borrower covenants and agrees to appropriate in its annual budget, by amendment, if required, and to pay when due under this Loan Agreement as promptly as money becomes available directly to the Trustee for deposit directly into the appropriate Fund established in the Indenture, amounts of Non-Ad Valorem Revenues of the Borrower sufficient to satisfy the Loan Repayment as required under this Loan Agreement. Such covenant is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into. Such covenant and agreement on the part of the Borrower to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required Loan Repayments, including delinquent Loan Repayments, shall have been budgeted, appropriated, and actually paid to the Trustee for deposit into the appropriate Fund. The Borrower further acknowledges and agrees that the Indenture shall be deemed to be entered into for the benefit of the Holders of any of the Bonds and that the obligations of the Borrower to include the amount of any deficiency in Loan Repayments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein and in the Indenture. Notwithstanding the foregoing or any provision of this Loan Agreement to the contrary, the Borrower does not covenant to maintain any services or programs now

maintained by the Borrower which generate Non-Ad Valorem Revenues or to maintain the charges it presently collects for any such services or programs.

(b) Delivery of Information to the Council [and the Bond Insurer]. The Borrower shall deliver to the Council [and the Bond Insurer] as soon as available and in any event within 270 days after the end of each Fiscal Year an audited statement of its financial position as of the end of such Fiscal Year and the related statements of revenues and expenses, fund balances, and changes in fund balances for such Fiscal Year, all reported by an independent certified public accountant, whose report shall state that such audited financial statements present fairly Borrower's financial position as of the end of such Fiscal Year and the results of operations and changes in financial position for such Fiscal Year.

(c) [Provide Financial Information to the Bond Insurer. The Borrower's chief finance officer shall, at the reasonable request of the Bond Insurer, discuss Borrower's financial matters with the Bond Insurer or their designee and provide the Bond Insurer with copies of any documents reasonably requested by the Bond Insurer or its designee unless such documents or material are protected or privileged from disclosure under applicable State law.]

(d) [Reserved].

(e) Anti-Dilution Test.

(1) During such time as the Loan is outstanding hereunder, as a condition to the Borrower issuing any additional Debt, the Borrower shall certify to the Council that the average annual Net Non-Ad Valorem Revenues Available For Debt Service for the two prior Fiscal Years equals at least 150% of the maximum annual debt service on all Debt, including the maximum annual debt service on the Debt proposed to be issued. The calculations required by this section shall be determined using the average of actual receipts for the prior two fiscal years based on the most recent available audited financial statements of the Borrower.

(2) For purposes of the covenants contained in this Section 2.02(e), maximum annual debt service on the Debt means, (i) with respect to the Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to the Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis, and (ii) with respect to Debt that is a revolving line of credit, the maximum annual debt service for such indebtedness shall be deemed to be fully drawn and amortized over a five-year

period, assuming level debt service based on the fixed interest rate on such loan or the assumptions for variable rate indebtedness.

(3) For purposes of the covenants contained in this Section 2.02(e), if the Debt is also payable from additional revenues that are not legally available to pay debt service on the Loan, the maximum annual debt service on such Debt shall be discounted by the amount that will be covered by such additional revenues.

(4) In the event additional Debt is issued for the purpose of refunding any Debt then outstanding, the conditions of this Section 2.02(e) shall not apply, provided that the issuance of such additional Debt shall not result in an increase of the debt service on the applicable Debt in any Fiscal Year ending on or before the maturity date of the Bonds.

(5) Notwithstanding anything herein to the contrary, the provisions of this Section 2.02(e) may be amended, supplemented, or waived from time to time only with the written consent of the Council, the Borrower, and the Bond Insurer.

(f) Further Assurance. The Borrower shall execute and deliver to the Trustee all such documents and instruments and do all such other acts and things as may be reasonably necessary to enable the Trustee to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by the Trustee to validate, preserve, and protect the position of the Trustee under this Loan Agreement.

(g) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's independent auditors) reflecting all of its financial transactions.

(h) Payment of Taxes, Etc. The Borrower shall pay all legally contracted obligations when due and shall pay all taxes, assessments, and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy, or claim which is being contested in good faith and by appropriate proceedings, which shall operate to stay the enforcement thereof.

(i) Compliance with Laws, Etc. The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations, and lawful orders of any governmental authority, non-compliance with which would, singularly or in the aggregate,

materially adversely affect its business, properties, earnings, prospects, or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(j) Tax-exempt Status of Bonds. The Council and the Borrower understand that it is the intention hereof that the interest on the Bonds be excludable from the gross income of the Holders thereof for federal income tax purposes. In furtherance thereof, the Borrower and the Council each agree that they will take all action within their control which is necessary in order for the interest on the Bonds or this Loan to remain excludable from gross income for federal income taxation purposes and shall refrain from taking any action which results in such interest becoming included in gross income.

The Borrower and the Council further covenant that, to the extent they have control over the proceeds of the Bonds, they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds, with respect to the payments derived from the Bonds or hereunder or with respect to the issuance of other Council obligations, which action or failure to act may cause the Bonds to be "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder. In furtherance of the covenant contained in the preceding sentence, the Borrower and the Council agree to comply with the Tax Certificate as to Arbitrage (the "Tax Certificate") and the provisions of Section 141 through 150 of the Internal Revenue Code of 1986, as amended, including the letter of instruction attached as an Exhibit to the Tax Certificate, delivered by Bond Counsel to the Borrower and the Council simultaneously with the issuance of the Bonds, as such letter may be amended from time to time, as a source of guidelines for achieving compliance with the Code.

The covenants of the Council and the Borrower contained in this subsection shall survive the termination of this Loan Agreement.

(k) Information Reports. The Borrower covenants to provide the Council with all materials and information it possesses or has the ability to possess, which is necessary to enable the Council to file all reports required under Section 149(e) of the Code to assure that interest paid by the Council on the Bonds shall, for purposes of the federal income tax, be excluded from gross income.

(l) Limited Obligations.

(1) Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Borrower hereunder shall be payable only from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Borrower and no Bondholder or any other person, including the Council[, the Bond Insurer,] or the Trustee, may compel the levy of ad valorem taxes on real or personal

property within the boundaries of the Borrower. The obligations hereunder do not constitute an indebtedness of the Borrower within the meaning of any constitutional, statutory, or charter provision or limitation, and neither the Trustee, the Council, the Bondholders, [the Bond Insurer,] nor any other person shall have the right to compel the exercise of the ad valorem taxing power of the Borrower or taxation of any real or personal property therein for the payment by the Borrower of its obligations hereunder. Except to the extent expressly set forth in this Loan Agreement, this Loan Agreement and the obligations of the Borrower hereunder shall not be construed as a limitation on the ability of the Borrower to pledge or covenant to pledge the Non-Ad Valorem Revenues or any revenues or taxes of the Borrower for other legally permissible purposes. Notwithstanding any provisions of this Loan Agreement, the Indenture or the Bonds to the contrary, the Borrower shall never be obligated to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees, or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Loan Agreement nor the obligations of the Borrower hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Borrower, but shall be payable solely as provided in Section 2.02(a) hereof and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare, and safety of the inhabitants of the Borrower. The Council and the Borrower mutually agree and understand that the amounts available to be budgeted and appropriated to make Loan Repayments hereunder are subject to the obligation of the Borrower to provide essential services; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

(2) It is the intent of the parties hereto and they do hereby covenant and agree, that the liability of the Borrower hereunder is a several liability of the Borrower expressly limited to the Loan Repayments, and the Borrower shall have no joint liability with the Council for any of their respective liabilities, except to the extent expressly provided herein.

(m) Reporting Requirements.

(1) The Borrower will file or cause to be filed with the Council [and the Bond Insurer] any official statement issued by, or on behalf of, the Borrower in connection with the incurrence of any additional indebtedness by the Borrower secured by Non-Ad Valorem Revenues. Such official statements shall be filed within 60 days after the publication thereof.

(2) The Borrower agrees to provide to the Council [and the Bond Insurer], not later than December 31st of each year, a certificate of its Chief Financial Officer or Finance Director stating that to the best of its knowledge the Borrower is in compliance

with the terms and conditions of this Loan Agreement, or, specifying the nature of any noncompliance and the remedial action taken or proposed to be taken to cure such noncompliance.

(n) Indemnity. To the full extent permitted under the laws of the State, the Borrower will pay, and will protect, indemnify, save, and hold harmless, the Council, the Trustee, each member, officer, commissioner, employee, and agent of any of the Council, the Trustee, and each other person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Council, harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees, costs, and expenses), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from, out of, or in connection with, any injury to, or death of, any person or any damage to property resulting from the use or operation of the Project) in any manner arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture or the action or failure to act of the Borrower, its successors and assigns, or the agents, contractors, employees, licensees, or otherwise of the Borrower or its successors and assigns in connection with, the Project financed and refinanced with the proceeds of the Loan, or the breach or violation of any agreement, covenant, representation, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith. Such indemnification shall not apply to any actions caused by the gross negligence or willful misconduct of the party seeking such indemnification.

Such indemnity shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts or any other similar laws but shall be limited by State law relating to the ability of governmental units to indemnify parties for the actions of such governmental units, including but not limited to Section 768.28, Florida Statutes.

An indemnified person shall promptly notify the Borrower in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Borrower, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Borrower will promptly assume the defense thereof with its in-house counsel or, at its election, the employment of competent outside counsel reasonably satisfactory to such indemnified person and the payment of all expenses.

An indemnified person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Borrower unless such employment has been specifically authorized by the Borrower, which such authorization shall not be unreasonably withheld, or unless such employment was occasioned by conflicts of interest between and among indemnified persons and/or the Borrower. If the Borrower shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after

commencement of such action, to retain outside counsel, if it so elects or if it becomes necessary due to conflict, reasonably satisfactory to the indemnified person, the fees, costs, and expenses of counsel to such indemnified person hereunder shall be paid by the Borrower.

The provisions of this Section 2.02(n) shall survive the termination of this Loan Agreement or the sooner resignation or removal of the Trustee and shall inure to the benefit of the Trustee's successors and permitted assigns.

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ARTICLE III

THE LOAN

SECTION 3.01. The Loan. The Council hereby agrees to loan to the Borrower and the Borrower hereby agrees to borrow from the Council the principal amount of $_____, which after [adding][subtracting] the [net] [bond premium][original issue discount] of $_____ results in $_____ of Loan proceeds. This amount includes an amount equal to $_____, which reflects the Borrower's costs of issuance[, the premiums for the Bond Insurance Policy and the Surety Bond,] and the Underwriter's discount. The amounts advanced to the Borrower net of the costs of issuance, [the premiums for the Bond Insurance Policy and the Surety Bond,] and the Underwriter's discount are to be used by the Borrower for the purposes of financing and refinancing the Costs of the Project.

SECTION 3.02. Evidence of Loan. The Borrower's obligation hereunder to repay amounts advanced pursuant to Section 3.01, together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement.

SECTION 3.03. Portion of Loan for Purpose of Refunding. The Borrower acknowledges that the Council, pursuant to the Borrower's request and instruction, is applying a portion of the proceeds of the Loan in the amount of $_____, as set forth and as directed by the terms of the Closing Memorandum, to refinance and prepay the Refunded Note. The Borrower covenants that it will direct no other use of such portion of the Loan proceeds and agrees to the disbursement of the Loan proceeds in such manner.

SECTION 3.04. Portion of Loan for Purpose of Financing the Project. The Borrower acknowledges that the Council, pursuant to the Borrower's request and instruction, is depositing a portion the proceeds of the Loan in the amount of $_____ into the Series 2024C Project Loan Fund in order to finance the acquisition, construction, renovation, installation, and/or equipping of the new construction portion of the Project and $_____ into the Series 2024C Cost of Issuance Fund in order to pay costs of issuing the Loan and the Bonds, each as set forth and as directed by the terms of the Indenture. The Borrower understands the amount of $_____ is being withheld by the Underwriter [and the amounts of $_____ and $_____ are being transmitted directly by the Underwriter to the Bond Insurer and the Surety Bond Provider, respectively.] On the Closing Date, the Borrower will provide the Trustee with the Closing Memorandum and thereafter, a requisition in substantially the form of the requisition attached hereto as Exhibit E for the expenditure of the amounts of the Loan in the Series 2024C Project Loan Fund.

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ARTICLE IV

LOAN TERM AND LOAN CLOSING REQUIREMENTS

SECTION 4.01. Commencement of Loan Term. The Borrower's obligations under this Loan Agreement shall commence on the date hereof unless otherwise provided in this Loan Agreement.

SECTION 4.02. Termination of Loan Term. The Borrower's obligations under this Loan Agreement shall terminate after payment in full of all amounts due under this Loan Agreement and all amounts not theretofore paid shall be due and payable at the times and in the amounts set forth in Exhibit D attached hereto; provided, however, that all covenants and all obligations provided hereunder specified to so survive (including the obligation of the Borrower to pay the rebate obligations of the Council owed on the Bonds and agreed to by the Borrower pursuant to Section 5.03(b)(vii) hereof [and any amounts owed to the Bond Insurer]) shall survive the termination of this Loan Agreement and the payment in full of principal and interest hereunder. Upon termination of the Loan Term as provided above, the Council and the Trustee shall deliver, or cause to be delivered, to the Borrower an acknowledgment thereof.

SECTION 4.03. Loan Closing Submissions. Concurrently with the execution and delivery of this Loan Agreement, the Council or the Borrower are providing to the Trustee the following documents each dated the date of such execution and delivery, except all opinions and certificates shall be dated the date of Closing:

(a) A certified copy of the resolution of the Borrower substantially in the form of Exhibit B attached hereto authorizing the Loan and this Loan Agreement;

(b) An opinion of the Borrower's Counsel substantially in the form of Exhibit C attached hereto to the effect that the Loan Agreement is a valid and binding obligation of the Borrower and opining to such other matters as may be reasonably required by Bond Counsel[, Counsel to the Bond Insurer,] and underwriter's Counsel and acceptable to Borrower's Counsel;

(c) A certificate of the officials of the Borrower to the effect that the representations and warranties of the Borrower are true and correct;

(d) A certificate signed by the Authorized Representative of the Borrower, in form and substance satisfactory to Bond Counsel, stating (i) the estimated dates and the amounts of projected expenditures for the Project, and (ii) that it is reasonably anticipated by the Borrower that the Loan proceeds will be fully advanced therefor and expended by the Borrower prior to _____, 2027, and that the projected expenditures are based on the reasonable expectations of the Borrower having due regard for its capital needs and the revenues available for the repayment thereof.

(e) This executed Loan Agreement;

(f) [Reserved;]

(g) A standard opinion of Bond Counsel (addressed to the Council, the Trustee, the Underwriter, [the Bond Insurer,] and the Borrower) to the effect that (i) the resolution of the Council constitutes a valid and binding obligation of the Council enforceable against the Council in accordance with its terms; (ii) the Indenture has been duly executed by the Council and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and binding obligation of the Council enforceable upon the Council in accordance with its terms; (iii) the Bonds have been duly authorized, executed, and delivered by the Council and are valid and special obligations of the Council enforceable in accordance with their terms, payable solely from the sources provided therefor in the Indenture; and (iv) the interest on the Bonds is excludable from gross income for federal income tax purposes;

(h) An opinion of Bond Counsel (addressed to the Council, the Trustee, the Underwriter, [the Bond Insurer,] and the Borrower) to the effect that the financing and refinancing from the proceeds of the Loan pursuant to this Loan Agreement is permitted under the Act, the Indenture and the resolution of the Borrower, and will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes, or adversely affect the validity, due authorization for, or legality of the Bonds;

(i) An opinion of Council's Counsel (addressed to the Council, the Trustee, [the Bond Insurer,] the Underwriter, and the Borrower) to the effect that the Loan Agreement and Indenture are valid and binding obligations of the Council and opining to such other matters as may be reasonably required by Bond Counsel [, Counsel to the Bond Insurer,] underwriter's Counsel, and Borrower's Counsel and acceptable to Council's Counsel;

(j) An opinion of Disclosure Counsel (addressed to the Council, the Underwriter, and the Borrower) to the effect that based upon their participation in the preparation of the official statement, but without having undertaken to determine independently the accuracy, completeness, or fairness of the statements contained therein, they have no reason to believe that the official statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(k) Such other certificates, documents, opinions, and information as the Council, the Borrower, the Trustee, [the Bond Insurer,], Bond Counsel, Disclosure Counsel, Council's Counsel, or Borrower's Counsel may require, such requirement to be evidenced (in the case of parties other than the Trustee) by written notice of such party to the Trustee of such requirement.

ARTICLE V

LOAN REPAYMENTS

SECTION 5.01. Payment of Basic Payments. The Borrower shall pay to the order of the Council all Loan Repayments in lawful money of the United States of America to the Trustee. No such Loan Repayment shall be in an amount such that interest on the Loan is in excess of the maximum rate allowed by the laws of the State of Florida or of the United States of America. The Loan shall be repaid in Basic Payments, consisting of:

(a) principal in the amounts and on the dates set forth in Exhibit D; plus

(b) interest calculated at the rates, in the amounts and on the dates set forth in Exhibit D.

On or before the 10th day of the month immediately preceding each Principal Payment Date and Interest Payment Date, the Trustee shall give Borrower notice in writing of the total amount of the next Basic Payment due. The Basic Payments shall be due on each March 20th and September 20th, or if such day is not a Business Day, the next preceding Business Day, commencing March 20, 2025 and extending through September 20, 20__, unless the Loan is prepaid pursuant to terms of Section 5.07 hereof.

[**SECTION 5.02. Payment of Surety Bond Costs; Funding of Reserve Fund.** The Borrower recognizes that the Surety Bond Provider has provided to the Council the Surety Bond for deposit to the Series 2024C Reserve Fund in lieu of a cash payment or deposit by the Borrower. The Surety Bond shall secure and satisfy the Reserve Requirement (as defined in the Indenture) and any other reserve requirement of bonds as listed therein. The Trustee, on behalf of the Borrower, or any other borrowers whose loans were funded with proceeds of a bond issue listed therein, may draw on the Surety Bond in an amount equal to or less than the limit of the Surety Bond, all in accordance with Section 4.08 of the Indenture. The Borrower hereby agrees to pay to the Trustee an amount equal to the amount drawn by the Trustee, on behalf of the Borrower, on the Surety Bond as set forth in subsection (c) of Section 5.03 hereof. Such Surety Bond may be replaced by an Alternate Surety Bond issued with respect to funding the reserve fund of subsequent bonds issued by the Council whose reserve fund shall be on a parity with the Bonds, all in accordance with Section 4.08 of the Indenture.]

SECTION 5.03. Payment of Additional Payments. In addition to Basic Payments, the Borrower agrees to pay on demand of the Council or the Trustee, the following Additional Payments:

(a) (i) the annual fees or expenses of the Council, if any, including the fees of any provider of arbitrage rebate calculations; [the premium of the Bond Insurance Policy and any related fees in connection with the Bond Insurance Policy (to the extent not previously paid

from the Series 2024C Cost of Issuance Fund); the premium of the Surety Bond and any related fees in connection with the Surety Bond (to the extent not previously paid from the Series 2024C Cost of Issuance Fund);] the fees of the Program Administrator; the fees of the rating agencies (to the extent not previously paid from the Series 2024C Cost of Issuance Fund); and (ii) the costs and fees related to the Bonds, including the annual fees of the Trustee and the annual fees of the Registrar and Paying Agent.

(b) All reasonable fees and expenses of the Council or Trustee relating to this Loan Agreement, including, but not limited to:

(i) the cost of reproducing this Loan Agreement;

(ii) the reasonable fees and disbursements of Counsel utilized by the Council[, the Bond Insurer, the Surety Bond Provider,] and the Trustee, in connection with the Loan, this Loan Agreement, and the enforcement thereof;

(iii) reasonable extraordinary fees and expenses of the Trustee and the Council following an Event of Default hereunder;

(iv) all other reasonable out-of-pocket expenses of the Trustee[, the Bond Insurer, the Surety Bond Provider,] and the Council in connection with the Loan, this Loan Agreement and the enforcement thereof, including, but not limited to, all fees and expenses related to the prepayment and defeasance of the Loan and the Bonds;

(v) all taxes (including any recording, documentary stamp taxes, intangible taxes, and filing fees) in connection with the execution and delivery of this Loan Agreement and the pledge and assignment of the Council's right, title, and interest in and to the Loan and the Loan Agreement, pursuant to the Indenture (and with the exceptions noted therein), and all expenses, including reasonable attorneys' fees, costs and expenses, relating to any amendments, waivers, consents, or collection or enforcement proceedings pursuant to the provisions hereof;

(vi) [all reasonable fees and expenses of the Bond Insurer and the Surety Bond Provider relating directly to the Loan;]

(vii) any amounts owed to the United States of America as rebate obligations on the Bonds related to the Loan, which obligation shall survive the termination of this Loan Agreement;

(viii) fees and costs of maintaining a rating on the Loan; and

(ix) (1) any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities, or claims (or actions in respect thereof), to which the

Council may become subject under any federal or state securities laws, federal or state tax laws, or other statutory law or at common law or otherwise, and (2) any and all fees and expenses of any inquiries or audits by any regulatory agencies, all as caused by or arising out of or based upon this Loan Agreement, the Loan, the Bonds, the issuance of the Bonds or the use of Bond proceeds.

(c) [For repayment of the Surety Bond held by the Trustee an amount equal to any amount drawn by the Trustee, on behalf of the Borrower, from the Surety Bond due to the Borrower's failure to pay its Basic Payments in accordance with Section 5.01 hereof, at the times and in the manner and together with interest and expense due thereon all as provided in Section 4.08(a) of the Indenture undertaken in order to reinstate the Surety Bond. The Borrower shall repay such amount drawn on the Surety Bond due to the Borrower's failure to pay its Basic Payments with the first available funds after payment of the current Loan Repayment. The Borrower shall repay only the amount drawn on the Surety Bond due to its failure to pay its Basic Payment.]

SECTION 5.04. Interest Earnings or Investment Losses and Excess Payments.

(a) On each Interest Payment Date the Trustee shall credit against Borrower's obligation to pay its Loan Repayments, any interest earnings which were received during the prior Interest Period by the Trustee on the Funds (except the Series 2024C Project Loan Fund) held under the Indenture, or shall increase the Borrower's obligation to pay its Loan Repayments by any investment losses which were incurred during the prior Interest Period on the Funds (except the Series 2024C Project Loan Fund) held under the Indenture.

(b) The credits provided for in (a) shall not be given to the extent the Borrower is in Default in payment of its Loan Repayments. If past-due Loan Repayments are later collected from the Borrower, the amount of the missed credit shall, to the extent of the amount collected, be credited in proportion to the amount of credit missed, to the Borrower from the past-due Loan Repayments.

(c) The credits may be accumulated. If the credit allowable for an Interest Period is more than required on the next ensuing Interest Payment Date to satisfy the current Loan Repayment, it may be used on the following Interest Payment Date.

SECTION 5.05. Obligations of Borrower Unconditional. Subject in all respects to the provisions of this Loan Agreement, including but not limited to Section 2.02(a) hereof, the obligations of the Borrower to make the Loan Repayments required hereunder and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed, or otherwise modified in any manner or to any extent whatsoever, while any Bonds remain outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event, or cause whatsoever. This Loan Agreement shall be

deemed and construed to be a "net contract," and the Borrower shall pay the Loan Repayments and all other payments required hereunder, regardless of any rights of set-off, recoupment, abatement, or counterclaim that the Borrower might otherwise have against the Council, the Trustee [, the Bond Insurer,] or any other party or parties.

SECTION 5.06. Refunding Bonds. In the event the Bonds are refunded, all references in this Loan Agreement to Bonds shall be deemed to refer to the refunding bonds or, in the case of a crossover refunding, to the Bonds and the refunding bonds (but the Borrower shall never be responsible for any debt service on or fees relating to crossover refunding bonds which are covered by earnings on the escrow fund established from the proceeds of such bonds). The Council agrees not to issue bonds or other debt obligations to refund the Bonds without the prior written consent of the Authorized Representative of the Borrower.

SECTION 5.07. Prepayment. The Loan may be prepaid in whole or in part by the Borrower on the dates and in the amounts on which the Bonds are subject to optional redemption and notice provisions pursuant to Section 3.01 of the Indenture. The Borrower shall provide the Council 60 days' notice of any prepayment of its Loan.

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ARTICLE VI

DEFEASANCE

This Loan Agreement shall continue to be obligatory and binding upon the Borrower in the performance of the obligations imposed by this Loan Agreement and the repayment of all sums due by the Borrower under this Loan Agreement shall continue to be secured by this Loan Agreement as provided herein until all of the indebtedness and all of the payments required to be made by the Borrower shall be fully paid to the Council[, the Bond Insurer,] or the Trustee as provided herein, including any fees and expenses in connection with such repayment, if any. If, at any time, the Borrower shall have paid, or shall have made provision for payment of, prepayment premium, if any, and interest on the Loan, with respect to the Bonds, and shall have paid all other amounts due under this Loan Agreement, then, and in that event, the covenant regarding the pledge of and the lien on the revenues pledged, if any, to the Council for the benefit of the Holders of the Bonds shall be no longer in effect and all future obligations of the Borrower under this Loan Agreement shall cease; provided, however, that all covenants and all obligations provided hereunder specified to so survive (including the obligation of the Borrower to pay the rebate obligations owed on the Bonds) shall survive the termination of this Loan Agreement and the payment in full of principal, premium, if any, and interest hereunder. For purposes of the preceding sentence, in order for the Borrower to have made "provision for payment," the Borrower shall have deposited sufficient cash and/or Governmental Obligations in irrevocable trust with a banking institution or trust company, for the sole benefit of the Council, in respect to which such cash and/or Governmental Obligations, the principal and interest on which, will be sufficient (as reflected in an accountant's verification report provided to the Trustee by the Borrower) to make timely payment of the principal of, prepayment premium, if any, and interest on the Loan. The prepayment premium, if any, shall be calculated based on the prepayment date selected by the Borrower in accordance with Section 5.07 hereof.

If the Borrower determines to prepay all or a portion of the Loan pursuant to Section 5.07 hereof, upon the required timely notice by the Borrower, the Council shall redeem a like amount of Bonds which corresponds in terms of amount and scheduled maturity date to such Loan prepayment pursuant to Section 3.01 of the Indenture.

If the Borrower shall make advance payments to the Council in an amount sufficient to retire the Loan of the Borrower, including redemption premium and accrued interest to the next succeeding redemption date of the Bonds, as provided herein, all future obligations of the Borrower under this Loan Agreement shall cease, including the obligations under Section 5.03 hereof, except for such amounts then outstanding and as provided in Section 4.02 hereof. However, prior to making such payments, the Borrower shall give at least 60 days' conditional notice by mail, with receipt confirmed, to the Council.

ARTICLE VII

ASSIGNMENT AND PAYMENT BY THIRD PARTIES

SECTION 7.01. Assignment by Council. The Borrower expressly acknowledges that this Loan Agreement and the obligations of the Borrower to make payments hereunder (with the exception of certain of the Council rights to indemnification, fees, notices, and expenses), have been pledged and assigned to the Trustee as security for the Bonds under the Indenture, and that the Trustee shall be entitled to act hereunder and thereunder in the place and stead of the Council whether or not the Bonds are in default.

SECTION 7.02. Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower for any reason without the express prior written consent of the Council[, the Bond Insurer,] and the Trustee.

[**SECTION 7.03. Payments by the Bond Insurer.** The Borrower acknowledges that payment under this Loan Agreement from funds received by the Trustee or Bondholders from the Bond Insurer do not constitute payment under this Loan Agreement for the purposes hereof or fulfillment of its obligations hereunder.]

[**SECTION 7.04. Payments by the Surety Bond Provider.** The Borrower acknowledges that payment under this Loan Agreement from funds received by the Trustee or Bondholders from the Surety Bond Provider do not constitute payment under this Loan Agreement for the purposes hereof or fulfillment of its obligations hereunder.]

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ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. Events of Default Defined. The following shall be "Events of Default" under this Loan Agreement and the terms "Event of Default" and "Default" shall mean (except where the context clearly indicates otherwise), whenever they are used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Borrower to timely pay any Loan Repayment, when due, so long as the Bonds are outstanding;

(b) Failure by the Borrower to timely pay any other payment required to be paid hereunder on the date on which it is due and payable, provided the Borrower has prior written notice of any such payments being due;

(c) Failure by the Borrower to observe and perform any covenant, condition, or agreement other than a failure under (a), on its part to be observed or performed under this Loan Agreement, for a period of 30 days after notice of the failure, unless the Council[, the Bond Insurer,] and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Council[, the Bond Insurer,] or the Trustee, but cannot be cured within the applicable 30-day period, the Council[, the Bond Insurer,] and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;

(d) Any warranty, representation, or other statement by the Borrower or by an officer or agent of the Borrower contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement, is false or misleading in any material respect when made;

(e) A petition is filed against the Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 60 days of such filing;

(f) The Borrower files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(g) The Borrower admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator, or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days;

(h) Default under any agreement to which the Borrower is a party evidencing, securing, or otherwise respecting any indebtedness of the Borrower outstanding in the principal amount of $100,000 or more if, as a result thereof, such indebtedness may be declared immediately due and payable or other remedies may be exercised with respect thereto;

(i) Any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of this Loan Agreement shall be contested by the Borrower or any governmental agency or authority, or if the Borrower shall deny any further liability or obligation under this Loan Agreement; or

(j) Final judgment for the payment of money in the amount of $250,000 or more is rendered against the Borrower, the payment of which would materially adversely affect the Borrower's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Borrower's ability to meet its obligations hereunder) and at any time after 90 days from the entry thereof, unless otherwise provided in the final judgment, (i) such judgment shall not have been discharged, or (ii) the Borrower shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree, or process upon which or pursuant to which such judgment shall have been granted or entered, and have caused the execution of or levy under such judgment, order, decree, or process of the enforcement thereof to have been stayed pending determination of such appeal, provided that such execution and levy would materially adversely affect the Borrower's ability to meet its obligations hereunder; or (iii) it has not been determined by a court of competent jurisdiction from which appeal may not be taken or from which appeal has been taken but has been finally denied that the Borrower is not obligated with respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law.

SECTION 8.02. Notice of Default. The Borrower agrees to give the Trustee[, the Bond Insurer,] and the Council prompt written notice if any petition, assignment, appointment, or possession referred to in Section 8.01(e), 8.01(f), and 8.01(g) is filed by or against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, or with the passage of time or the giving of notice would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

SECTION 8.03. Remedies on Default. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Council or the Trustee shall, [with the written consent of the Bond Insurer or upon the written direction of the Bond Insurer,] in addition to any other remedies herein or by law provided, have the right, at its or their option without any further demand or notice, to take such steps and exercise such remedies as provided in Section 9.02 of the Indenture, and, without limitation, to take whatever other action at law or in equity which may appear necessary or desirable to collect amounts then due and thereafter to become due hereunder or to enforce any other of its or their rights hereunder.

SECTION 8.04. [Reserved].

SECTION 8.05. No Remedy Exclusive; Waiver, Notice. No remedy herein conferred upon or reserved to the Council or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council or the Trustee to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice other than such notice as may be required in this Article VIII.

SECTION 8.06. Application of Moneys. Any moneys collected by the Council or the Trustee pursuant to Section 8.03 hereof shall be applied (a) first, to pay any outstanding fees of the Trustee and the Council, and any reasonable attorney's fees, costs or expenses, or any other expenses owed by the Borrower pursuant to Section 5.03(b)(iii) and (iv) hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 8.06).

[Remainder of page intentionally left blank]

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Notices. All notices, certificates, or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Council:	Florida Municipal Loan Council c/o Florida League of Cities 301 South Bronough Street, Suite 300 Tallahassee, Florida 32301
Trustee:	The Bank of New York Mellon Trust Company, N.A. 4655 Salisbury Road, Suite 3000 Jacksonville, Florida 32256 Attn: Corporate Trust
[Bond Insurer/ Surety Bond Provider:	_____ _____ _____ Attention: _____]
Borrower:	City of Dania Beach, Florida 100 W Dania Beach Boulevard Dania Beach, Florida 33004 Attention: Chief Financial Officer

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 9.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Council and the Borrower and their respective successors and permitted assigns.

SECTION 9.03. Severability. In the event any provision of the Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.04. Amendments, Changes and Modifications. This Loan Agreement may be amended or supplemented from time to time only by a writing duly executed by the Council and the Borrower, and in accordance with Article XII of the Indenture[; provided, however, that

no such amendment shall be effective unless it shall have been consented to in writing by the Bond Insurer.]

SECTION 9.05. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

SECTION 9.07. Benefit of Bondholders; Compliance with Indenture. This Loan Agreement is executed in part to induce the purchase by others of the Bonds. Accordingly, all covenants, agreements, and representations on the part of the Borrower and the Council, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the holders from time to time of the Bonds [and the Bond Insurer]. The Borrower covenants and agrees to do all things within its power in order to comply with and to enable the Council to comply with all requirements and to fulfill and to enable the Council to fulfill all covenants of the Indenture. The Borrower also acknowledges that the Council has delegated certain of its duties under the Indenture to its Program Administrator, including the direction to make investments in accordance with Article VII thereof, including, but not limited to the investment of the Series 2024C Project Loan Fund.

[The rights granted to the Bond Insurer under the Indenture or this Loan Agreement to request, consent, to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Bondholders or any other person is required in addition to the consent of the Bond Insurer. The Bond Insurer is recognized as a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.]

SECTION 9.08. Consents and Approvals. Whenever the written consent or approval of the Council shall be required under the provisions of this Loan Agreement, such consent or approval may be given by an Authorized Representative of the Council or such other additional persons provided by law or by rules, regulations or resolutions of the Council.

SECTION 9.09. Immunity of Officers, Employees and Members of Council and Borrower. No recourse shall be had for the payment of the principal of, premium, if any, or interest hereunder or for any claim based thereon or upon any representation, obligation, covenant, or agreement in this Loan Agreement against any past, present, or future official officer, member, counsel, employee, director, or agent, as such, of the Council or the Borrower, either directly or through the Council or the Borrower, or respectively, any successor public or

private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, counsels, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

SECTION 9.10. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of sections of this Loan Agreement.

SECTION 9.11. No Pecuniary Liability of Council. No provision, covenant, or agreement contained in this Loan Agreement, or any obligation herein imposed upon the Council, or the breach thereof, shall constitute an indebtedness or liability of the State or any political subdivision or municipal corporation of the State or any public corporation or governmental agency existing under the laws thereof other than the Council and the Borrower. In making the agreements, provisions, and covenants set forth in this Loan Agreement, the Council has not obligated itself except with respect to the application of the revenues, income, and all other property as derived herefrom, as hereinabove provided.

SECTION 9.12. Payments Due on Holidays. With the exception of Basic Payments, if the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement.

SECTION 9.13. Calculations. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 9.14. Time of Payment. Any Loan Repayment or other payment hereunder which is received by the Trustee or Council after 2:00 p.m. (New York time) on any day shall be deemed received on the following Business Day.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Florida Municipal Loan Council has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers and the City of Dania Beach, Florida, has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attached by its duly authorized officers. All of the above occurred as of the date first above written.

FLORIDA MUNICIPAL LOAN COUNCIL

(SEAL)

By: _____
Name: Isaac Salver
Title: Chairman

ATTEST:

FLORIDA LEAGUE OF CITIES, INC.,
Program Administrator

By: _____
Name: Jeannie Garner
Title: Executive Director/CEO

LOAN AGREEMENT

CITY OF DANIA BEACH, FLORIDA

(SEAL)

By: _____
Name: Archibald J. Ryan, IV
Title: Mayor

ATTESTED BY:

By: _____
Name: Elora Riera, MMC
Title: City Clerk

Approved as to form and correctness
this _____ day of _____, 2024.

By: _____
Name: Eve A. Boutsis
Title: City Attorney

EXHIBIT A

CITY OF DANIA BEACH, FLORIDA
USE OF LOAN PROCEEDS

PROJECT	**TOTAL AMOUNT TO BE FINANCED**
Acquisition, construction, and equipping of certain capital improvements to the stormwater utility system of the Borrower, including, but not limited to, [drainage projects, replacement of piping, and installation of tidal valves on outfall piping] all as more particularly described in the plans and specifications on file with the Borrower, as the same may be amended and supplemented from time to time by the Borrower.	$_____
Refinance and prepay the Refunded Note and thereby refinance certain capital improvements to the stormwater utility system of the Borrower, including, but not limited to, the Southeast Drainage Project Phase I	$_____

EXHIBIT B

CERTIFIED RESOLUTION OF THE BORROWER

See Document Tab No. _____

EXHIBIT C

OPINION OF BORROWER'S COUNSEL

[Letterhead of Counsel to Borrower]

_____, 2024

Florida Municipal Loan Council
c/o Florida League of Cities, Inc.
301 Bronough Street, Suite 300
Tallahassee, Florida 32301

The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256

Bryant Miller Olive P.A.
SunTrust International Center
1 SE 3rd Avenue, Suite 2200
Miami, Florida 33131

_____
_____
_____

[_____
_____
_____]

Ladies and Gentlemen:

I am counsel to the City of Dania Beach , Florida (the "Borrower"), and have been requested by the Borrower to give this opinion in connection with the loan by the Florida Municipal Loan Council (the "Council") to the Borrower of funds to finance and refinance all or a portion of the Costs of the Project, as described in the Loan Agreement, dated as of _____ 1, 2024, by and between the Council and the Borrower (the "Loan Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

In this connection, I have reviewed such records, certificates, and other documents as I have considered necessary or appropriate for the purposes of this opinion, including applicable laws, the Charter of the Borrower, the Loan Agreement, the Trust Indenture, dated as of _____ 1, 2024 (the "Indenture"), by and between the Council and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), Resolution No. 2024-__ adopted by the Borrower on _____, 2024 (the "Resolution"), the Continuing Disclosure Agreement, dated as of _____, 2024 (the "Continuing Disclosure Agreement"), by and among the Borrower and the Florida League of Cities, Inc., as dissemination agent, and the final Official Statement with respect to the Bonds, dated _____, 2024 (the "Official Statement"). Based on such

review, and such other considerations of law and fact as I believe to be relevant, I am of the opinion that:

(a) The Borrower is a municipality duly organized and validly existing under the Constitution and laws of the State of Florida. The Borrower has the legal right and all requisite power and authority to enter into the Loan Agreement, to covenant to budget and appropriate Non-Ad Valorem Revenues to the payment of the Loan, to adopt the Resolution, consummate the transactions contemplated in the Loan Agreement and the Resolution, and otherwise to carry on its activities and own its property.

(b) The Borrower has duly adopted the Resolution, and authorized, executed, and delivered the Loan Agreement, and the Continuing Disclosure Agreement and such instruments are legal and binding obligations of the Borrower enforceable against the Borrower in accordance with its terms, except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity and to the sovereign police powers of the State of Florida and the constitutional powers of the United States of America.

(c) The execution and delivery of the Resolution, the Continuing Disclosure Agreement, and the Loan Agreement; the consummation of the transactions contemplated thereby; the acquisition, construction, and/or equipping of the new construction portion of the Project; the refinancing and prepayment of the Refunded Note; and the fulfillment of or compliance with the terms and conditions of the Resolution, the Loan Agreement, and the Continuing Disclosure Agreement, does not and will not conflict with or result in a material breach of or default under any of the terms, conditions, or provisions of any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or it or its properties is otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Agreement.

(d) There is no litigation or legal or governmental action, proceeding, inquiry, or investigation pending or, to the best of my knowledge, threatened by governmental authorities or to which the Borrower is a party or of which any property of the Borrower is subject, which has not been described in the Official Statement or otherwise disclosed in writing to the Council [and the Bond Insurer] and which, if determined adversely to the Borrower, would individually or in the aggregate materially and adversely affect the validity or the enforceability of the Resolution, the Loan Agreement, or the Continuing Disclosure Agreement.

(e) The indebtedness being refinanced, directly or indirectly, with the proceeds of the Loan was initially incurred by the Borrower, and the proceeds of such indebtedness have been fully expended, to finance the cost of the Project.

(f) Based upon my review of the Preliminary Official Statement and the Official Statement and without having undertaken to determine independently the accuracy or completeness of the contents of the Preliminary Official Statement and the Official Statement, the statements and information with respect to matters of law relating to the Borrower in the Preliminary Official Statement and the Official Statement under the captions "THE BORROWER," "PURPOSE OF THE BONDS," "SECURITY AND SOURCES OF PAYMENT," "INVESTMENT CONSIDERATIONS," "LITIGATION" "CONTINUING DISCLOSURE," and "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," are true and correct in all material respects, and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, with respect to the Preliminary Official Statement as of its date, and with respect to the Official Statement as of its date and the date hereof. No opinion is expressed herein with respect to (i) actions or obligations of the Council or any other party other than the Borrower, (ii) documents to which the Borrower is not a party, and (iii) financial, statistical, or tax matters or projections.

(g) All approvals, consents, authorizations, and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Borrower of its obligations under the Loan Agreement, the Continuing Disclosure Agreement, the Resolution, and the other documents of the Borrower relating to the Loan have been obtained and are in full force and effect.

I am an attorney admitted to practice law only in the State of Florida and express no opinion as to the laws of any other state and further express no opinion as to (i) the status of interest on the Bonds under either Federal laws or the laws of the State of Florida, or (ii) economic or financial matters described in the Official Statement relating to the Borrower.

Very truly yours,

EXHIBIT D

DEBT SERVICE SCHEDULE

Date*	Principal Amounts	Interest Rate	Interest Amounts	Total Amounts

* Loan repayments are due March 20th and September 20th of each year.

EXHIBIT E TO LOAN AGREEMENT

FORM OF REQUISITION CERTIFICATE

TO: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE

FROM: CITY OF DANIA BEACH, FLORIDA (THE "BORROWER")

SUBJECT: LOAN AGREEMENT DATED AS OF _____ 1, 2024

This represents Requisition Certificate No. _____ in the total amount of $_____ for payment of those Costs of the Project detailed in the schedule attached.

The undersigned does certify that:

1. All of the expenditures for which monies are requested hereby represent proper Costs of the Project, have not been included in a previous Requisition Certificate and have been properly recorded on the Borrower's books as currently due and owing.

2. The monies requested hereby are not greater than those necessary to meet obligations due and payable or to reimburse the Borrower for funds actually advanced for Costs of the Project. The monies requested do not include retention or other monies not yet due or earned under construction contracts.

3. This requisition is in compliance with Section 5.03 of the Indenture.

4. After payment of monies hereby requested, to the knowledge of the undersigned, there will remain available to the Borrower sufficient funds to complete the Project substantially in accordance with the plans therefor.

5. The Borrower is not in default under the Loan Agreement, and nothing has occurred that would prevent the performance of its obligations under the Loan Agreement.

Executed this _____ day of _____, 20__.

CITY OF DANIA BEACH, FLORIDA

By: _____
Name: _____
Title: _____

FORM OF CONTINUING DISCLOSURE AGREEMENT FOR THE BORROWER

This **CONTINUING DISCLOSURE AGREEMENT** dated as of October 1, 2024 (the "Continuing Disclosure Agreement") is executed and delivered by the City of Dania Beach, Florida, a Florida municipality ("Obligated Entity"), and by Florida League of Cities, Inc., a Florida corporation not-for-profit, as Dissemination Agent (the "Dissemination Agent") hereunder. Additional capitalized terms used herein shall have the meanings ascribed thereto in Section 2 hereof.

SECTION 1. Nature of Undertaking. This Continuing Disclosure Agreement constitutes an undertaking by the Obligated Entity under paragraph (b)(5) of the Rule to provide Financial Information and notice of the occurrence of certain events with respect to the Bonds, as provided in paragraph (b)(5)(i)(C) of the Rule, and otherwise to assist the Participating Underwriter in complying with paragraph (b)(5) of the Rule with respect to the Offering of the Bonds. Among other things, the Obligated Entity is hereby undertaking (i) to disseminate an Annual Report not later than the June 30 following the end of each Fiscal Year of the Obligated Entity in accordance with Section 4 hereof, which contains Financial Information with respect to the Obligated Entity, (ii) if an Annual Report does not contain the Audited Financial Statements, to disseminate the Audited Financial Statements in accordance with Section 4 hereof as soon as practicable after they shall have been approved by the Governing Body, (iii) to provide notice in a timely manner, in accordance with Section 6 hereof, of the occurrence of any of the Listed Events related to the Obligated Entity and (iv) to provide notice in a timely manner, in accordance with Section 4(e) hereof, of any failure to disseminate an Annual Report in accordance with the preceding clause (i) of this sentence.

SECTION 2. Definitions. In addition to the definitions set forth above and in the herein-defined Indenture, which shall apply to any capitalized terms used herein, the following capitalized terms shall have the following meanings, unless otherwise defined therein:

"Annual Report" means a document or set of documents which (a) identifies the Obligated Entity; (b) contains (or includes by reference to documents which were filed with the SEC or EMMA prior to the date that the Annual Report containing such reference is provided to the Dissemination Agent in accordance with Section 4 hereof): (i) Financial Information and Operating Data for the Obligated Entity; (ii) Audited Financial Statements if such Audited Financial Statements shall have been approved by the Governing Body at the time the Annual Report is required to be provided to the Dissemination Agent in accordance with Section 4 hereof; and (iii) Unaudited Financial Statements if the Audited Financial Statements shall not have been approved by the Governing Body at the time the Annual Report is required to be provided to the Dissemination Agent in accordance with Section 4 hereof; (c) in the event that the Obligated Entity delivers a Continuing Disclosure Certificate to the Dissemination Agent pursuant to Section 5(b) hereof, contains (in the case of the Annual Report disseminated on or immediately after the date such Continuing Disclosure Certificate is so delivered) a narrative explanation of the reasons for the changes in Financial Information and/or Operating Data set forth in such Continuing Disclosure Certificate and the effect of the changes on the types of Financial Information and/or Operating Data being provided in such Annual Report; and (d) in the event that the Obligated

Entity authorizes a change in the accounting principles by which its Audited Financial Statements are prepared, contains (in the case of the Annual Report disseminated on or immediately after the date of such change) (1) a comparison between the Financial Information prepared on the basis of the new accounting principles which is contained in such Annual Report and the Financial Information prepared on the basis of the former accounting principles which was contained in the previous Annual Report disseminated immediately prior to such Annual Report and (2) a discussion of the differences between such accounting principles and the effect of such change on the presentation of the Financial Information being provided in such Annual Report.

"Annual Report Certificate" means an Annual Report Certificate in the form attached hereto as Exhibit A.

"Annual Report Date" means the June 30 following the end of a Fiscal Year.

"Audited Financial Statements" means the financial statements of the Obligated Entity which have been examined by independent certified public accountants in accordance with generally accepted auditing standards.

"Bondholder" means (i) the registered owner of a Bond and (ii) the beneficial owner of a Bond, as the term "beneficial owner" is used in any agreement with a securities depository for the Bonds and as the term may be modified by an interpretation by the SEC of paragraph (b)(5) of the Rule.

"Bonds" means the $_____* Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series).

"Continuing Disclosure Agreement" means this Continuing Disclosure Agreement, as the same may be supplemented and amended pursuant to Section 8 hereof.

"Continuing Disclosure Certificate" means a Continuing Disclosure Certificate in the form attached hereto as Exhibit B delivered by the Obligated Entity to the Dissemination Agent pursuant to Section 5 hereof.

"Dissemination Agent" means Florida League of Cities, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent which is appointed pursuant to Section 3 hereof or to which the responsibilities of Dissemination Agent under this Continuing Disclosure Agreement shall have been assigned in accordance with Section 9 hereof.

"EMMA" means the Electronic Municipal Market Access System as described in Securities and Exchange Commission Release No. 34-59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule as further described in Sections 4 and 6 hereof.

"Event Notice" means notice of the occurrence of a Listed Event.

"Final Official Statement" means the Final Official Statement prepared in connection with the Offering of the Bonds.

"Financial Information" means financial information related to the Obligated Entity of the types identified in the Continuing Disclosure Certificate most recently delivered by the Obligated Entity to the Dissemination Agent in accordance with Section 5 hereof. The Financial Information (i) shall be prepared for the Fiscal Year immediately preceding the date of the Annual Report containing such Financial Information, and (ii) shall be prepared on the basis of the Audited Financial Statements to be provided to the Dissemination Agent concurrently with the Annual Report, provided that, if the Audited Financial Statements are to be provided to the Dissemination Agent subsequent to the date that the Annual Report is provided to the Dissemination Agent, such Financial Information may be prepared on the basis of the Unaudited Financial Statements.

"Governing Body" shall mean the governing body of the Obligated Entity which shall approve the Audited Financial Statements.

"Indenture" means the Trust Indenture dated of even date herewith by and between Florida Municipal Loan Council, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee.

["Insurer" shall mean _____, as insurer of the Bonds.]

"Loan Agreement" means the Loan Agreement dated of even date herewith, between the Issuer and the Obligated Entity.

"Listed Events" means any of the events which are set forth in Section 6 hereof.

"MSRB" means the Municipal Securities Rulemaking Board.

"Offering" means the primary offering of the Bonds for sale by the Participating Underwriter.

"Operating Data" means operating data of the types identified in the Continuing Disclosure Certificate most recently delivered by the Obligated Entity to the Dissemination Agent in accordance with Section 5 hereof. The Operating Data shall be prepared for the Fiscal Year immediately preceding the date of the Annual Report containing such Operating Data.

"Participating Underwriter" means _____.

"Rating Agency" means _____, or any successor thereto.

"Rule" means Rule l5c2-l2 adopted by the SEC under the Securities Exchange Act of 1934, as amended, as the Rule may be amended from time to time, or any successor provision thereto.

"SEC" means the Securities and Exchange Commission.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture.

"Unaudited Financial Statements" means unaudited financial statements of the Obligated Entity for any Fiscal Year which have been prepared on a basis substantially consistent with the Audited Financial Statements to be subsequently prepared for such Fiscal Year.

SECTION 3. Appointment of Dissemination Agent: Obligations of Obligated Entity Respecting Undertaking. (a) The Obligated Entity hereby appoints Florida League of Cities, Inc. to act as the initial Dissemination Agent hereunder. Florida League of Cities, Inc. hereby accepts such appointment. The Obligated Entity may, from time to time, appoint a successor Dissemination Agent or discharge any then acting Dissemination Agent, with or without cause. If at any time there shall be no Dissemination Agent appointed and acting hereunder or the then appointed and acting Dissemination Agent shall fail to perform its obligations hereunder, the Obligated Entity shall discharge such obligations until such time as the Obligated Entity shall appoint a successor Dissemination Agent or the then appointed and acting Dissemination Agent shall resume the performance of such obligations.

(b) The Obligated Entity hereby acknowledges that the Obligated Entity is obligated to comply with this Continuing Disclosure Agreement and that the appointment of the Dissemination Agent as agent of the Obligated Entity for the purposes herein provided does not relieve the Obligated Entity of its obligations with respect to this Continuing Disclosure Agreement.

SECTION 4. Annual Financial Information. (a) The Financial Information shall be contained in the Annual Reports and, if provided separately in accordance with Section 5(b) hereof, the Audited Financial Statements which the Obligated Entity is required to deliver to the Dissemination Agent for dissemination in accordance with this Section 4.

(b) The Dissemination Agent shall notify the Obligated Entity of each Annual Report Date and of the Obligated Entity's obligation hereunder not more than 60 and not less than 30 days prior to each Annual Report Date. The Obligated Entity shall provide an Annual Report to the Dissemination Agent, together with an Annual Report Certificate, not later than each Annual Report Date, provided that, if the Annual Report does not include the Audited Financial Statements, the Obligated Entity shall provide the Audited Financial Statements to the Dissemination Agent as soon as practicable after they shall have been approved by the Governing Body.

(c) The Dissemination Agent shall provide the Annual Report and, if received separately in accordance with Section 4(b) hereof, the Annual Financial Statements, to EMMA, the Trustee, the Issuer, the Rating Agency and the Insurer within five (5) Business Days after receipt thereof from the Obligated Entity.

(d) The Dissemination Agent shall provide the Issuer, the Obligated Entity and the Trustee written confirmation that the Annual Report and, if received separately in accordance

with Section 4(b) hereof, the Annual Financial Statements, were provided to EMMA in accordance with Section 4(c) hereof.

(e) If the Dissemination Agent shall not have filed the Annual Report by the Annual Report Date, the Dissemination Agent shall so notify the Obligated Entity, EMMA, the Trustee and the Insurer within five (5) Business Days of the Annual Report Date.

SECTION 5. Continuing Disclosure Certificates. (a) The Obligated Entity shall prepare a Continuing Disclosure Certificate in the form attached hereto as Exhibit B in connection with the Offering of the Bonds and shall deliver the same to the Dissemination Agent for dissemination to the Participating Underwriter, Issuer and Trustee.

(b) Prior to the deletion or substitution of any Financial Information and Operating Data in the Continuing Disclosure Certificate from the information listed in Exhibit B hereto, the Obligated Entity will obtain an opinion of nationally recognized disclosure counsel (which may also act as outside counsel to the Obligated Entity) addressed to the Issuer, the Participating Underwriter, the Trustee and the Dissemination Agent, to the effect that said deletion or substitution is permitted by the Rule and the Financial and Operating Data to be provided will comply with the Rule, as in effect on the date of the Offering of the Bonds and taking into account any amendment or interpretation of the Rule by the SEC or any adjudication of the Rule by a final decision of a court of competent jurisdiction which may have occurred subsequent to the execution and delivery of this Continuing Disclosure Agreement. The Dissemination Agent is entitled to rely on such opinion without further investigation.

(c) Notwithstanding Section 5(b) hereof, the Obligated Entity shall not be required to comply with Section 5(b) hereof if such Section shall no longer be deemed to be required in order for this Continuing Disclosure Agreement to comply with the Rule as a result of the adoption, rendering or delivery of (i) an amendment or interpretation of the Rule by the SEC, (ii) an adjudication of the Rule by a final decision of a court of competent jurisdiction or (iii) an opinion of nationally recognized disclosure counsel (which may also act as outside counsel to the Obligated Entity), in each case, to that effect.

(d) Any delivery of a Continuing Disclosure Certificate pursuant to Section 5(a) hereof shall not be deemed to be an amendment to this Continuing Disclosure Agreement and shall not be subject to the provisions of Section 8 hereof.

SECTION 6. Reporting of Listed Events. (a) Pursuant to the provisions of this Section 6, the Obligated Entity shall direct the Dissemination Agent to provide, in the appropriate format required by law or applicable regulation, in a timely manner such that notice to EMMA can be provided not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events, with respect to the Loan and the Bonds:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit facility providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS form 5701-TEB) or other material notices or determinations with respect to the tax status of the Loan or Bonds, or other material events affecting the tax status of the Loan or Bonds;

(vii) modifications to rights of holders of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of any property securing repayment of the Loan or Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar events of the Obligated Entity (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Obligated Entity in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Entity, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Entity).

(xiii) the consummation of a merger, consolidation, or acquisition involving the Obligated Entity or the sale of all or substantially all of the assets of the Obligated Entity, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) the appointment of a successor or additional trustee or the change of name of the trustee, if material;

(xv) incurrence of a financial obligation of the Obligated Entity, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Entity, any of which affect holders of the Bonds, if material (for purposes of the foregoing and paragraph (xvi) below, "financial obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b));

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Entity, any of which reflect financial difficulties; and

(xvii) in a timely manner, notice of failure to provide annual Financial Information before the date(s) specified in Section 4 hereof.

(b) If the Obligated Entity instructs the Dissemination Agent to provide an Event Notice pursuant to Section 6(a) hereof, the Dissemination Agent shall, within three (3) Business Days thereafter, file an Event of Notice with EMMA, the Trustee, the Rating Agency, the Issuer and the Insurer. The Dissemination Agent shall provide the Obligated Entity, the Issuer and the Trustee written confirmation that such Event Notice was provided to EMMA in accordance with this Section 6(b).

(c) Notwithstanding the foregoing, whenever the Obligated Entity authorizes a change in either its Fiscal Year or the accounting principles by which its Audited Financial Statements are prepared, the Obligated Entity shall provide the Dissemination Agent with written notice of such change and instruct the Dissemination Agent to file a copy of such notice with EMMA, the Issuer, the Insurer, the Rating Agency and the Trustee, and the Dissemination Agent shall, within three (3) Business Days thereafter, file a copy of such notice with EMMA, the Issuer, the Insurer, the Rating Agency and the Trustee. The Dissemination Agent shall provide the Obligated Entity written confirmation that such notice was provided to EMMA in accordance with this Section 6(c).

SECTION 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent (i) the Obligated Entity from disseminating any information or notice of the occurrence of any event using the means of dissemination specified in this Continuing Disclosure Agreement or other means or (ii) the Obligated Entity from including in an Annual Report any information which shall be in addition to the Financial Information, Operating Data and Audited or Unaudited Financial Statements required by Section 4 hereof to be included in such Annual Report, provided that this Continuing Disclosure Agreement shall not be deemed to require the Obligated Entity to include or update any such additional information in any subsequently prepared Annual Report.

SECTION 8. Amendments: Waivers. This Continuing Disclosure Agreement may be amended, and any provision hereof may be waived, by the parties hereto if prior to the effective date of any such amendment or waiver, the Obligated Entity delivers to the Dissemination Agent, the Issuer and the Trustee an opinion of nationally recognized disclosure counsel (which may also

act as outside counsel to the Obligated Entity), to the effect that the amendment is permitted under the Rule and that this Continuing Disclosure Agreement (taking into account such amendment or waiver) complies with the Rule, as in effect on the date of the Offering of Bonds or after the execution and delivery of this Continuing Disclosure Agreement, taking into account any amendment or interpretation of the Rule by the SEC or any adjudication of the Rule by a final decision of a court of competent jurisdiction which may have occurred subsequent to the execution and delivery of this Continuing Disclosure Agreement. The Dissemination Agent shall notify EMMA of any such amendment and shall provide EMMA with a copy of any such amendment.

SECTION 9. Assignment. The Obligated Entity may not assign its obligations under this Continuing Disclosure Agreement. The Dissemination Agent may assign its rights and responsibilities hereunder to a third party with the consent of the Obligated Entity, which shall not be unreasonably withheld.

SECTION 10. Compensation of the Dissemination Agent. As compensation to the Dissemination Agent for its services pursuant to this Continuing Disclosure Agreement, the Obligated Entity agrees to pay all fees and all expenses of the Dissemination Agent including, without limitation, all reasonable expenses, charges, costs and other disbursements in the administration and performance of its duties hereunder, and shall to the extent permitted by law indemnify and save the Dissemination Agent and its officers, directors, attorneys, agents and employees harmless from and against any costs, expenses, damages or other liabilities (including attorneys' fees) which it (or they) may incur in the exercise of its (or their) powers and duties hereunder, except with respect to its (or their) willful misconduct or gross negligence. Nothing contained herein is intended to be nor shall it be construed as a waiver of any immunity from or limitation of liability that the Obligated Entity may be entitled to pursuant to the Doctrine of Sovereign Immunity or Section 768.28, Florida Statutes. Notwithstanding anything to the contrary contained herein, the obligations of the Obligated Entity hereunder shall be limited obligations payable solely from the sources provided under Section 2.02(a) of the Loan Agreement.

SECTION 11. Concerning the Dissemination Agent and the Obligated Entity. (a) The Dissemination Agent is not answerable for the exercise of any discretion or power under this Continuing Disclosure Agreement or for anything whatever in connection herewith, except only its own willful misconduct or gross negligence. The Dissemination Agent shall have no liability to the Bondholders or any other person with respect to the undertakings described in Section 1 hereof except as expressly set forth in this Continuing Disclosure Agreement regarding its own willful misconduct or gross negligence.

(b) The Dissemination Agent has no responsibility or liability hereunder for determining compliance for any information submitted hereunder with any law, rule or regulation or the terms of this agreement. The Dissemination Agent shall have no responsibility for disseminating information not delivered to it or giving notice of non-delivery except as specifically required hereunder.

(c) The parties to this Continuing Disclosure Agreement acknowledge and agree that the Obligated Entity assumes no obligations hereunder other than those specifically assumed by the Obligated Entity herein.

SECTION 12. Termination of this Continuing Disclosure Agreement. This Continuing Disclosure Agreement shall terminate at such time as the Loan Agreement terminates.

SECTION 13. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the Obligated Entity, the Dissemination Agent, the Trustee, the Issuer, the Insurer, the Participating Underwriter and the Bondholders. This Continuing Disclosure Agreement shall not be deemed to inure to the benefit of or grant any rights to any party other than the parties specified in the preceding sentence.

SECTION 14. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION 15. Governing Law. This Continuing Disclosure Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Obligated Entity and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed and delivered as of the date first written above.

CITY OF DANIA BEACH, FLORIDA, as Obligated Entity

By: _____
Its: Mayor

FLORIDA LEAGUE OF CITIES, INC.,
as Dissemination Agent

By: _____
Its: _____

EXHIBIT A

Form of Annual Report Certificate

The undersigned duly appointed and acting Mayor of the City of Dania Beach, Florida a Florida municipality, as Borrower under the Continuing Disclosure Agreement (hereinafter described) (the "Borrower"), hereby certifies on behalf of the Borrower pursuant to the Continuing Disclosure Agreement dated as of October 1, 2024 (the "Continuing Disclosure Agreement") executed and delivered by the Borrower and accepted by Florida League of Cities, Inc., as Dissemination Agent (the "Dissemination Agent"), as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Continuing Disclosure Agreement.

2. Annual Report. Accompanying this Annual Report Certificate is the Annual Report for the Fiscal Year ended _____.

3. Compliance with Continuing Disclosure Agreement. The Annual Report is being delivered to the Dissemination Agent herewith not later than June 30 following the end of the Fiscal Year to which the Annual Report relates. The Annual Report contains, or includes by reference, Financial Information and Operating Data of the types identified in the Continuing Disclosure Certificate most recently delivered to the Dissemination Agent pursuant to Section 5 of the Continuing Disclosure Agreement. To the extent any such Financial Information or Operating Data is included in the Annual Report by reference, any document so referred to has been previously provided to EMMA or filed with the SEC.

Such Financial Information and Operating Data have been prepared on the basis of the [Audited/Unaudited] Financial Statements. [Such Audited Financial Statements are included as part of the Annual Report.] [Because the Audited Financial Statements have not been approved by the Governing Body as of the date hereof, the Unaudited Financial Statements have been included as part of the Annual Report. The Unaudited Financial Statements have been prepared on a basis substantially consistent with such Audited Financial Statements. The Borrower shall deliver such Audited Financial Statements to the Dissemination Agent as soon as practicable after they have been approved by the Governing Body.]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Annual Report Certificate to the Dissemination Agent, which has received such certificate and the Annual Report, all as of the day of the ___ day of _____, _____.

City of Dania Beach, Florida, as Borrower

By:_____
Its: Mayor

Acknowledgment of Receipt:

Florida League of Cities, Inc.
as Dissemination Agent

By: _____
Its: _____

EXHIBIT B

Form of Section 5(a) Continuing Disclosure Certificate

Florida League of Cities, Inc.
301 Bronough Street, Suite 300
Tallahassee, Florida 32301

The undersigned duly authorized signatory of the City of Dania Beach, Florida (the "Borrower") hereby certifies on behalf of the Borrower pursuant to the Continuing Disclosure Agreement dated as of October 1, 2024 (the "Continuing Disclosure Agreement") executed and delivered by the Borrower and accepted by Florida League of Cities, Inc., as Dissemination Agent (the "Dissemination Agent"), as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Continuing Disclosure Agreement.

2. Purpose. The Borrower is delivering this Continuing Disclosure Certificate to the Dissemination Agent pursuant to Section 5(a) of the Continuing Disclosure Agreement.

3. Financial. Information and Operating Data Included in Final Official Statement. The following types of Financial Information and Operating Data were included in the Final Official Statement for the Bonds and are to be included in the Annual Report:

(a)	Financial Information:	City of Dania Beach Non-Ad Valorem Revenue Anti-Dilution Test City of Dania Beach Historical Non-Ad Valorem Revenues
(b)	Operating Data:	None

4. Annual Report. Until such time as the Borrower delivers a revised Continuing Disclosure Certificate and an opinion of disclosure counsel to the Dissemination Agent pursuant to Section 5 of the Continuing Disclosure Agreement, the Financial Information and Operating Data of the types identified in paragraph 3 of this certificate shall be included in the Annual Reports delivered by the Dissemination Agent pursuant to Section 4 of the Continuing Disclosure Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Continuing Disclosure Certificate to the Dissemination Agent, which has received the same, all as of the ___ day of _____, _____.

City of Dania Beach, Florida, as Borrower

By:_____
Its: Mayor

Acknowledgment of Receipt:

Florida League of Cities, Inc., as
Dissemination Agent

By: _____
Its: _____

SUMMARY NOTICE OF SALE

$_____*
FLORIDA MUNICIPAL LOAN COUNCIL
REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2024C
(CITY OF DANIA BEACH SERIES)

NOTICE IS HEREBY GIVEN that all-or-none bids will be received by the Florida Municipal Loan Council (the "Issuer") for the purchase of $_____* Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series) (the "2024C Bonds").

In accordance with the Official Notice of Sale all bids for the 2024C Bonds must be submitted electronically via Parity by 10:30 A.M*., Eastern Time on [September 24, 2024*].

To bid, bidders must be a contracted customer of the BiDCOMP/Parity® competitive bidding system (the "System" or "Parity"). Prospective bidders that do not have a contract with the System should call (212) 849-5021 to become a customer and to obtain a list of the bidding rules and procedures. For further information about Parity, potential bidders may contact IHS Markit at 450 West 33rd Street, 5th Floor, New York, NY 10001, telephone (212) 849-5021. The use of Parity shall be at the bidder's risk and expense, and the Issuer shall have no liability with respect thereto. Only bids submitted through Parity will be considered. The Issuer reserves the right to cancel or postpone the date and time established for the receipt of bids and to change the principal amount or amortization of the 2024C Bonds by notice communicated through Refinitiv TM3 no less than eighteen (18) hours prior to the date and time established for receipt of bids.

As will be described in the Official Notice of Sale, the proceeds to be received by the Issuer from the sale of the 2024C Bonds will be used by the Issuer to make a loan to the City of Dania Beach, Florida (the "Borrower") pursuant to a loan agreement between the Issuer and the Borrower for the purpose of providing funds to (1) finance the acquisition, construction, and equipping of certain capital improvements to the stormwater utility system of the Borrower, (2) prepay the outstanding principal amount of the Borrower's Capital Improvement Revenue Note, Series 2024 and (3) to pay the costs of issuance of the 2024C Bonds.

The 2024C Bonds will be issued in fully registered book-entry-only form through the facilities of The Depository Trust Company, New York, New York, as the securities depository. Beneficial interests in the 2024C Bonds may be sold in denominations of $5,000 or integral multiples of $5,000. Settlement for the 2024C Bonds is expected to occur on or about [October 10], 2024.

On or about September [13], 2024, the Preliminary Official Statement and the Official Notice of Sale for the 2024C Bonds may be obtained electronically from www.munios.com. Copies of the Preliminary Official Statement and the Official Notice of Sale relating to the 2024C Bonds will also be available upon request from the Issuer's Financial Advisor, Public Resources Advisory Group, Inc., 150 Second Avenue North, Suite 400, St. Petersburg, Florida 33701, telephone: (727) 822-3339, email: mjohnston@pragadvisors.com, Attention: Mickey Johnston.

FLORIDA MUNICIPAL LOAN COUNCIL
Paul Shamoun
Director, Financial Services
Florida League of Cities, Inc., as Administrator for the Florida Municipal Loan Council

Dated: _____, 2024

* Preliminary, subject to change.

OFFICIAL NOTICE OF SALE

**$____*
FLORIDA MUNICIPAL LOAN COUNCIL
REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2024C
(CITY OF DANIA BEACH SERIES)**

Notice is given that all-or-none bids will be received by the Florida Municipal Loan Council (the "Issuer") for the purchase of $____* Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series) (the "2024C Bonds"). All bids must be submitted electronically via BiDCOMP/Parity® by 10:30 A.M.*, Eastern Time on [September 24,] 2024.* To bid on the 2024C Bonds, bidders must be a contracted customer of the BiDCOMP/Parity® competitive bidding system (the "System" or "Parity"). Prospective bidders that do not have a contract with the System should call (212) 849-5021 to become a customer and to obtain a list of the bidding rules and procedures. For further information about Parity, potential bidders may contact IHS Markit at 450 West 33rd Street, 5th Floor, New York, NY 10001, telephone (212) 849-5021. The use of Parity shall be at the bidder's risk and expense, and the Issuer shall have no liability with respect thereto. Only bids submitted through Parity will be considered. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control.

BOND DETAILS

The description of the 2024C Bonds, the purpose thereof and the security therefor, as set forth in this Official Notice of Sale, is subject in its entirety to the disclosures made in the Preliminary Official Statement. See "DISCLOSURE INFORMATION" herein.

The 2024C Bonds will be issued as fully registered bonds, and when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the 2024C Bonds. Individual purchases of the 2024C Bonds may be made only in book-entry form in denominations of $5,000 or integral multiples thereof. Purchasers of the 2024C Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the 2024C Bonds as nominee for DTC, payments of principal and interest with respect to the 2024C Bonds will be made directly to such registered owner who will in turn remit such principal and interest payments to DTC participants for subsequent disbursement to the Beneficial Owners. The Issuer will not be responsible for payments to Beneficial Owners.

The 2024C Bonds will be dated their date of delivery (expected to be [October 10,] 2024) or such other date as may be communicated by Refinitiv TM3 not less than eighteen (18) hours prior to the time bids are to be received, and shall bear interest from such date and shall be payable semiannually commencing on April 1, 2025, and on each October 1 and April 1 thereafter until maturity at the rate or rates specified in such proposals as may be accepted. The proposed schedule of maturities and amounts are as follows:

* Preliminary, subject to change.

INITIAL MATURITY SCHEDULE FOR THE 2024C BONDS

Maturity (October 1)	Principal Amount*
10/1/2025	
10/1/2026	
10/1/2027	
10/1/2028	
10/1/2029	
10/1/2030	
10/1/2031	
10/1/2032	
10/1/2033	
10/1/2034	
10/1/2035	
10/1/2036	
10/1/2037	
10/1/2038	
10/1/2039	
10/1/2040	
10/1/2041	
10/1/2042	
10/1/2043	
10/1/2044	
10/1/2045	
10/1/2046	
10/1/2047	
10/1/2048	
10/1/2049	
10/1/2050	
10/1/2051	
10/1/2052	
10/1/2053	
10/1/2054	

* Preliminary; subject to change. “TERM BONDS OPTIONS” as described herein.

NOTE: The Issuer reserves the right to modify the maturity schedule shown above. Any such modification will be communicated through the Refinitiv TM3 (See, "ADJUSTMENT OF PRINCIPAL AMOUNTS" below.)

PAYING AGENT AND REGISTRAR

The Paying Agent and Registrar for the 2024C Bonds will be The Bank of New York Mellon Trust Company, N.A. (the "Trustee").

ADJUSTMENT OF PRINCIPAL AMOUNTS

The schedule of maturities set forth above (the "Initial Maturity Schedule for the 2024C Bonds") represents an estimate of the principal amount and maturities of the 2024C Bonds that will be sold. The Issuer reserves the right to change the Initial Maturity Schedule for the 2024C Bonds by announcing any such change not later than 5:00 p.m., Eastern time, on the day immediately preceding the date set for receipt of bids, through Refinitiv TM3. If no such change is announced, the Initial Maturity Schedule for the 2024C Bonds will be deemed the schedule of maturities for submission of the bid.

Furthermore, if after final computation of the bids, the Issuer determines in its sole discretion that the funds necessary to accomplish the purpose of the 2024C Bonds is more or less than the proceeds of the sale of all of the 2024C Bonds, the Issuer reserves the right to increase or decrease the principal amount, by no more than 15% of the principal amount of the 2024C Bonds (to be rounded to the nearest $5,000) or by such other amount as approved by the winning bidder; provided, that the aggregate principal amount of the 2024C Bonds may not exceed $35,000,000.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the 2024C Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of the 2024C Bonds of that maturity, the Underwriter's Discount on the 2024C Bonds as submitted by the successful bidder shall be held constant. The "Underwriter's Discount" shall be defined as the difference between the purchase price of the 2024C Bonds submitted by the bidder and the price at which the 2024C Bonds will be issued to the public, calculated from information provided by the bidder, divided by the par amount of the 2024C Bonds bid. However, the award will be made to the bidder whose bid produces the lowest True Interest Cost rate ("TIC"), calculated as specified herein, solely on the basis of the 2024C Bonds offered, without taking into account any adjustment in the amount of 2024C Bonds pursuant to this paragraph.

REDEMPTION PROVISIONS

The 2024C Bonds maturing on or before October 1, 2034 are not subject to optional redemption prior to their maturities. The 2024C Bonds maturing after October 1, 2034 are subject to redemption at the option of the Issuer on or after October 1, 2034, as a whole or in part at any time, in any manner determined by the Trustee in its discretion taking into consideration the maturity of the loan (as described in "Authority and Purpose" herein) being prepaid by the City of Dania Beach, Florida (the "Borrower") at a redemption price equal to the principal amount of the 2024C Bonds to be redeemed, plus accrued interest to the redemption date.

TERM BONDS OPTIONS

Any bidder may, at its option, specify that the maturities of the 2024C Bonds maturing after October 1, 2034 will consist of term bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof (each a "Term Bond") as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that a permitted maturity of the 2024C Bonds will be a Term Bond, such Term Bond will be subject to mandatory sinking fund redemption on October 1, in each applicable year, in the principal amount for such year as set forth hereinbefore under the heading "INITIAL MATURITY SCHEDULE FOR THE 2024C Bonds" at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

AUTHORITY AND PURPOSE

The 2024C Bonds are being issued under the authority of the Constitution of the State of Florida, Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), an authorizing resolution adopted by the Issuer on August 16, 2024 (the "Resolution"), and the Trust Indenture dated as of [,] 2024, between the Issuer and the Trustee (the "Indenture").

The proceeds to be received by the Issuer from the sale of the 2024C Bonds will be used by the Issuer to make a loan (the "Loan") to the Borrower pursuant to a loan agreement, dated as of [,] 2024, between the Issuer and the Borrower (the "Loan Agreement") for the purpose of providing funds to (1) finance the acquisition, construction, and equipping of certain capital improvements to the stormwater utility system of the Borrower, (2) prepay the outstanding principal amount of the Borrower's Capital Improvement Revenue Note, Series 2024 and (3) to pay the costs of issuance of the 2024C Bonds.

SECURITY

Payments made by the Borrower to the Issuer in repayment of the Loan (the "Loan Repayments") are included in the trust estate granted by the Issuer to the Trustee pursuant to the Indenture.

THE 2024C BONDS ARE NOT A GENERAL DEBT, LIABILITY OR OBLIGATION OF THE ISSUER, BUT ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM (I) THE PAYMENTS TO BE MADE BY THE BORROWER PURSUANT TO THE LOAN AGREEMENT, (II) ALL AMOUNTS IN CERTAIN FUNDS AND ACCOUNTS CREATED PURSUANT TO THE INDENTURE, AND (III) ALL REVENUES, ANY AND ALL OTHER PROPERTY, RIGHTS AND INTEREST OF EVERY KIND AND NATURE FROM TIME TO TIME HEREAFTER BY DELIVERY OR BY WRITING OF ANY KIND SUBJECTED TO THE INDENTURE, AS AND FOR ADDITIONAL SECURITY FOR THE 2024C BONDS, BY THE ISSUER OR BY ANY OTHER PERSON ON ITS BEHALF OR WITH ITS WRITTEN CONSENT, AS MORE FULLY DESCRIBED IN THE PRELIMINARY OFFICIAL STATEMENT. See "SECURITY AND SOURCES OF PAYMENT – The Covenant to Budget and Appropriate" therein. The obligation of the Borrower pursuant to the Loan

Agreement is not a general debt, liability or obligation of the Borrower, but is a limited obligation of the Borrower payable from the sources described herein. The 2024C Bonds and the Loan are not a debt, liability or obligation of the State of Florida or any political subdivision or entity thereof other than the Issuer and the Borrower, respectively.

Proceeds to be received by the Issuer from the sale of the 2024C Bonds will be loaned by the Issuer to the Borrower pursuant to the Loan Agreement. The Loan Agreement provides that the Borrower will appropriate in its annual budget and pay when due amounts of Non-Ad Valorem Revenues (as defined herein) sufficient to make the principal, premium, if any, and interest on the Loan (the "Basic Payments"). The aggregate principal, premium, if any, and interest payments included in the Basic Payments scheduled to be made by the Borrower equal the scheduled debt service on the 2024C Bonds.

"Non-Ad Valorem Revenues" means all revenues of the Borrower other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make the Loan Repayments.

Pursuant to the Indenture, the Issuer has granted to the Trustee as part of the trust estate all of the Issuer's right, title and interest (with certain exceptions specified therein) in and to the Loan Agreement, including the Issuer's right to receive Loan Repayments, as the source of payment of and security for the 2024C Bonds.

MUNICIPAL BOND INSURANCE

The purchase of municipal bond insurance, if available, will be at the option and expense of the bidder. The successful bidder will be responsible for the payment of all costs associated with any such insurance, including the premium charged by the insurer. The bidder understands, by submission of its bid, that the bidder is solely responsible for the selection of any insurer and for all negotiations with the insurer as to the premium to be paid. If all or a portion of the 2024C Bonds are awarded on an insured basis, reference to the insurance policy will appear on the 2024C Bonds and in the Official Statement; however, the provisions of the financing documents will not be altered nor will the Issuer or Borrower consent to make additional representations, undertakings or warranties.

In addition, if the successful bidder is arranging for bond insurance for all or a portion of the 2024C Bonds, it also shall provide the amount of the premium to be paid and certification that the present value of the premium is less than the present value of the interest reasonably expected to be saved as a result of the insurance and that the premium does not exceed a reasonable arms-length charge for the transfer of credit risk accomplished through the bond insurance. Insured ratings with the use of bond insurance, if required, are to be applied for by the successful bidder, and costs incurred for such ratings must be paid at the successful bidder's expense.

UNDERLYING RATINGS

S&P Global Ratings has assigned an underlying municipal bond rating of " "(outlook) to the 2024C Bonds. The rating report of such agency will be made available electronically upon

request to the Issuer's Financial Advisor, Public Resources Advisory Group, Inc., 150 Second Avenue North, Suite 400, St. Petersburg, Florida 33701, (727) 822-3339, mjohnston@pragadvisors.com, Attention: Mickey Johnston (the "Financial Advisor").

TERMS OF BID AND BASIS OF AWARD

Proposals must be unconditional and for the purchase of all of the 2024C Bonds. The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP") and underwriter's discount may not be less than 98% of the principal amount of the 2024C Bonds.

The 2024C Bonds shall bear interest expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one (1) per centum. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All 2024C Bonds maturing on the same date shall bear the same rate of interest.

The 2024C Bonds will be awarded to the bidder offering to purchase the 2024C Bonds at the lowest annual interest cost computed on a TIC basis. The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the 2024C Bonds back to the Net Bond Proceeds (defined as the par amount of the 2024C Bonds, plus any OIP, less any OID and underwriters' discount on the 2024C Bonds, calculated on a 360-day year to the Closing Date, as defined below). The TIC must be calculated to four (4) decimal places. If more than one bid offers the same lowest TIC, the successful bid will be selected by lot from among all such bids. **NO BID SHALL BE ACCEPTED WITH A TIC GREATER THAN 6.00%.**

THE ISSUER RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE ISSUER ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE ISSUER SHALL NOT REJECT ANY CONFORMING BID, UNLESS ALL CONFORMING BIDS ARE REJECTED.

GOOD FAITH DEPOSIT

If the Issuer selects a winning bid, then the successful bidder must submit a "Good Faith Deposit" (the "Deposit") to the Issuer in the form of a wire transfer in the amount of [$____] not later than 5:00 p.m., Eastern time on the day of the sale. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the Issuer to be applied as partial payment for the 2024C Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages.

STANDARD FILINGS, CHARGES AND CLOSING DOCUMENTS

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-36. The winning

bidder will be required to pay the standard MSRB charge for the 2024C Bonds purchased. In addition, those who are members of SIFMA will be required to pay SIFMA's standard charge per bond. The winning bidder will also be required to execute certain closing documents required by Florida law or required by Bond Counsel (as defined below) in connection with the delivery of its tax opinion. See "DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER" herein.

CUSIP NUMBERS

The Issuer will assume no obligation for the assignment of CUSIP numbers to the 2024C Bonds or for the correctness of any such numbers printed thereon, but the Issuer will permit such printing to be done at the expense of the purchaser, provided that such printing does not result in any delay of the date of delivery of the 2024C Bonds. The Issuer's Financial Advisor will request the assignment of CUSIP numbers prior to the sale of the 2024C Bonds.

DELIVERY OF THE 2024C BONDS

The Issuer will pay the cost of preparing the 2024C Bonds. The successful bidder is responsible for DTC eligibility and related DTC costs. Delivery of and payment for the 2024C Bonds will be via DTC Fast on or about [October 10], 2024 (the "Closing Date") in New York, New York, or such other time and place mutually acceptable to the successful bidder and the Issuer. Payment of the full purchase price, less the Deposit, shall be made to the Issuer not later than 12:00 P.M., Eastern time on the Closing Date, in Federal Reserve Funds of the United States of America, without cost to the Issuer.

The legal opinion of Bryant Miller Olive P.A. ("Bond Counsel") will be furnished without charge to the successful bidder at the time of delivery of the 2024C Bonds. For a further discussion of the content of that opinion and the proposed form of the approving opinion, see the Preliminary Official Statement for the 2024C Bonds.

The legal opinion of Nabors, Giblin & Nickerson, P.A., Disclosure Counsel, with respect to certain matters concerning the final Official Statement will be furnished without charge to the successful bidder at the time of delivery of the 2024C Bonds.

There will also be furnished at the time of delivery of the 2024C Bonds, a certificate or certificates of the Issuer (which may be included in a consolidated closing certificate) relating to the accuracy and completeness of the Official Statement; and stating, among other things, that there is no litigation or administrative action or proceeding pending or, to the knowledge of the Issuer, threatened, at the time of delivery of the 2024C Bonds, (a) to restrain or enjoin or seeking to restrain or enjoin the issuance and delivery of the 2024C Bonds or (b) affecting the validity of the 2024C Bonds, and that the Preliminary Official Statement has been deemed by the Issuer to be a "final official statement" for purposes of SEC Rule 15c2-12(b)(3) and (4).

The successful bidder will be responsible for the clearance or exemption with respect to the status of the 2024C Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale.

ESTABLISHMENT OF ISSUE PRICE

The winning bidder shall assist the Issuer in establishing the issue price of the 2024C Bonds and shall execute and deliver to the Issuer on or prior to the closing date for the 2024C Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering prices to the public or the actual sales price or prices of the 2024C Bonds, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached hereto as Exhibit A-2, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel.

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2024C Bonds) will apply to the initial sale of the 2024C Bonds ("competitive sale requirements") because:

(1) the Issuer has disseminated this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the Issuer may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the Issuer anticipates awarding the sale of the 2024C Bonds to the bidder who submits a firm offer to purchase the 2024C Bonds at the lowest true interest cost, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the 2024C Bonds, as specified in the bid. BY SUBMITTING A BID FOR THE 2024C BONDS, A BIDDER REPRESENTS AND WARRANTS TO THE ISSUER THAT THE BIDDER HAS AN ESTABLISHED INDUSTRY REPUTATION FOR UNDERWRITING NEW ISSUANCES OF MUNICIPAL BONDS SUCH AS THE 2024C BONDS AND SUCH BIDDER'S BID IS SUBMITTED FOR AND ON BEHALF OF SUCH BIDDER BY AN OFFICER OR AGENT WHO IS DULY AUTHORIZED TO BIND THE BIDDER TO A LEGAL, VALID AND ENFORCEABLE CONTRACT FOR THE PURCHASE OF THE 2024C BONDS. Once the bids are communicated electronically via the Parity System to the Issuer, each bid will constitute an irrevocable offer to purchase the 2024C Bonds on the terms herein and therein provided.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. In such case, the Issuer shall treat the first price at which 10% of a maturity of the 2024C Bonds is sold to the public (the "10% test") as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Issuer if any maturity of the 2024C Bonds satisfies the 10% test as of the date and time of the award of the 2024C Bonds. The Issuer will not require bidders to comply with the "hold-the-offering-price

rule" set forth in Treasury Regulation Section 1.148-1(f)(2)(ii) and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the 2024C Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the 2024C Bonds will be subject to the 10% test in order to establish the issue price of the 2024C Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the 2024C Bonds, the winning bidder agrees to promptly report to the Issuer the prices at which the unsold 2024C Bonds of each maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date for the 2024C Bonds has occurred, until the 10% test has been satisfied for each maturity or until all 2024C Bonds of that maturity have been sold.

By submitting a bid and if the competitive sale requirements are not met, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2024C Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold 2024C Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2024C Bonds of that maturity or all 2024C Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the 2024C Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2024C Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold 2024C Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2024C Bonds of that maturity or all 2024C Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any 2024C Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract (i.e. this Official Notice of Sale) with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2024C Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2024C Bonds

to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2024C Bonds to the public),

(iii) a purchaser of any of the 2024C Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the 2024C Bonds are awarded by the Issuer to the winning bidder.

DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER

This Official Notice of Sale is not intended as a disclosure document and bidders are required to obtain and carefully review the Preliminary Official Statement before submitting a bid.

This Official Notice of Sale may be amended from time to time after its initial publication by publication of amendments thereto not less than eighteen (18) hours prior to the bid date and time by Refinitiv TM3. Each bidder will be charged with the responsibility of obtaining any such amendments and complying with the terms thereof.

Prior to delivery of the 2024C Bonds to the successful bidder, the successful bidder shall file with the Issuer a statement as described in Section 218.38(1)(c)2, Florida Statutes, containing the underwriting spread (including management fee, if any), and the amount of any fee, bonus or gratuity paid in connection with the 2024C Bonds to any person not regularly employed by the successful bidder. This statement shall be filed with the Issuer even if no such management fee or underwriting spread has been charged by the successful bidder or no such fee, bonus or gratuity has been paid by the successful bidder, and such filing shall be a condition precedent to the delivery of the 2024C Bonds by the Issuer to the successful bidder.

The successful bidder, by submitting its bid, agrees to furnish to the Issuer and Bond Counsel a certificate verifying information as to the bona fide initial offering prices or yields of the 2024C Bonds to the public and sales of the 2024C Bonds appropriate for determination of the issue price of, and the yield on, the 2024C Bonds under the Internal Revenue Code of 1986, as amended, in the form attached hereto as Exhibit A-2, and such other documentation as and at the time requested by Bond Counsel.

The successful bidder shall also verify its winning bid in writing to the Issuer by executing a printed copy of its winning bid as reported on Parity.

The winning bidder is required to provide a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes, and to disclose the payment of any "finder's fee" pursuant to Section 218.386, Florida Statutes, prior to the award of the 2024C Bonds, as set forth in Exhibit A-1 to this Official Notice of Sale.

OFFICIAL STATEMENT

The Issuer shall furnish at its expense within seven (7) business days after the 2024C Bonds have been awarded to the successful bidder, or at least five (5) business days before the Closing Date, whichever is earlier, a reasonable number of copies of the final Official Statement, which, in the judgment of the Financial Advisor will permit the successful bidder to comply with applicable SEC and MSRB rules. The successful bidder may arrange for additional copies of the final Official Statement at its expense.

CONTINUING DISCLOSURE

In compliance with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, 240.15c2-12) (the "Rule"), the Issuer and the Borrower have each entered into a covenant (a "Continuing Disclosure Agreement") that constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of the Rule. The forms of the Continuing Disclosure Agreements for the Borrower and the Issuer are contained in Appendices A and B of the Preliminary Official Statement.

As noted elsewhere in the Preliminary Official Statement, the 2024C Bonds constitute the thirty-second series of bonds issued by the Issuer. The Issuer's prior bond issues funded loans to various borrowers (the "Prior Borrowers"), in a fashion similar to that described herein with respect to the 2024C Bonds. In connection with its prior bond issues, the Issuer and each of the Prior Borrowers entered into continuing disclosure agreements (the "Prior Undertakings") pursuant to the Rule. Pursuant to the Prior Undertakings, the Issuer and each Prior Borrower agreed to provide certain annual financial information on or before certain specified dates after the end of each fiscal year of the Issuer and the respective Prior Borrowers.

DISCLOSURE INFORMATION

Copies of the Preliminary Official Statement "deemed final" (except for permitted omissions) by the Issuer in accordance with SEC Rule 15c2-12 must be obtained from the Financial Advisor, Public Resources Advisory Group, Inc., 150 Second Avenue North, Suite 400, St. Petersburg, Florida 33701, (727) 822-3339, before a bid is submitted. The Issuer's Preliminary Official Statement and Official Notice of Sale are also available for viewing in electronic format at http://www.munios.com.

FLORIDA MUNICIPAL LOAN COUNCIL

By:/s/ Paul Shamoun
Director, Financial Services
Florida League of Cities, Inc., as Administrator for the Florida Municipal Loan Council

EXHIBIT A-1

TRUTH-IN-BONDING AND DISCLOSURE STATEMENT

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the Florida Municipal Loan Council, Series 2024C (City of Dania Beach Series) (the "Bonds") (NOTE: For information purposes only and not a part of the bid):

The Florida Municipal Loan Council (the "Issuer") is proposing to issue $[ ]* of the Bonds for the purpose of making a loan (the "Loan") to the City of Dania Beach, Florida (the "Borrower" pursuant to the Loan Agreement, dated as of [,] 2024 (the "Loan Agreement"), between the Issuer and the Borrower to provide funds to finance the acquisition, construction, and equipping of certain capital improvements within the Borrower. The Bonds are expected to be repaid over a period of approximately ___ years. At a true interest rate of ___ %, total interest paid over the life of the Bonds will be $____.

The source of repayment or security for the Bonds are the payments to be made by the Borrower pursuant to the Loan Agreement and all amounts in certain funds and accounts created pursuant to the Trust Indenture, dated as of [,] 2024, between the Issuer and Bank of New York Mellon, N.A. The Loan Agreement provides that the Borrower will appropriate in its annual budget and pay when due amounts of Non-Ad Valorem Revenues (as defined herein) sufficient to make the principal of, premium, if any, and interest on the Loan (the "Basic Payments"). The aggregate principal, premium, if any, and interest payments included in the Basic Payments scheduled to be made by the Borrower equal the scheduled debt service on the Bonds. "Non-Ad Valorem Revenues" means all revenues of the Borrower other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make the Loan Repayments. Authorizing the Bonds will result in approximately $[ ](representing the average annual debt service with respect to the Bonds) of Non-Ad Valorem Revenues of the Borrower not being available for other services or purposes of the Borrower each year for approximately [ ] years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, or any bonus, fee or gratuity in connection with the sale of the Bonds, except as provided below:

Bidder's Name: _____
By: _____
Title: _____
Date: _____

* Preliminary, subject to change.

EXHIBIT A-2

CERTIFICATE WITH RESPECT TO "ISSUE PRICE"

The undersigned, on behalf of _____ ("_____"), hereby represents and warrants that it has an established industry reputation for underwriting new issuances of municipal bonds and certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

[Alternate 1 - Competitive Safe Harbor Met]

[1. Reasonably Expected Initial Offering Price. (a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by _____ are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by _____ in formulating its bid to purchase the Bonds. Attached as Schedule B are true and correct copies of the bid provided by _____ to purchase the Bonds and the pricing wire or equivalent communication for the Bonds.

(b) _____ was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by _____ constituted a firm offer to purchase the Bonds.**]**

[Alternate 2 - Competitive Sale Requirements Not Met – General Rule to Apply]

[1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. Each maturity of the Bonds of which at least 10% of such maturity has not yet been sold to the public (the "Unsold Bonds") is also identified in Schedule A. Attached as Schedule B are true and correct copies of the bid provided by _____ to purchase the Bonds, and the pricing wire or equivalent communication for the Bonds. _____ has and will comply with the requirements set forth under the heading "Establishment of Issue Price Certificate" in the Official Notice of Sale for the Bonds, including reporting on the sale prices of the Unsold Bonds after the date hereof as provided therein.**]**

2. Defined Terms. (a) *Issuer* means the Florida Municipal Loan Council.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [September 24], 2024.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _____'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and Certain Other Tax Matters relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bryant Miller Olive P.A. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

_____

By:_____
[Name]

Dated: _____, 2024

SCHEDULE 1

EXPECTED OFFERING PRICES
OR
PRICES OF SOLD AND UNSOLD BONDS

SCHEDULE 2

COPY OF UNDERWRITER'S BID AND PRICING WIRE

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER ___, 2024

NEW ISSUE – BOOK-ENTRY ONLY **RATINGS: See "Ratings" herein.**

In the opinion of bond counsel, assuming compliance by the Issuer and the Borrower with certain covenants, under existing statutes, regulations and judicial decisions, the interest on the Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under section 55 of the Internal Revenue Code of 1986, as amended. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Bonds.

$_____*
FLORIDA MUNICIPAL LOAN COUNCIL
REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2024C
(City of Dania Beach Series)

Dated: Date of Delivery **Due: October 1, as shown on the inside cover**

The Florida Municipal Loan Council's $_____* Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series) (the "Bonds") are being issued by the Florida Municipal Loan Council (the "Issuer"). The Issuer is a separate legal entity created pursuant to an Interlocal Agreement entered into initially by and among the City of Stuart, the City of Deland and the City of Rockledge, each of which is a Florida municipality.

The Bonds are being issued as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry form only, in the denomination of $5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Bonds will not receive certificates representing their interests in the Bonds so purchased. So long as Cede & Co. is the registered owner of the Bonds, references herein to the registered owners shall mean Cede & Co., and shall not mean the Beneficial Owners (as defined herein) of the Bonds. See "THE BONDS -- Book-Entry Only System" herein for further information.

Interest on the Bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2025. The principal of, premium, if any, and interest on the Bonds will be paid through The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as described herein. So long as DTC or its nominee, Cede & Co., is the registered owner, such payments will be made directly to Cede & Co. Disbursement of such payments to the DTC Participants (as defined herein) is the responsibility of DTC, and disbursement of such payments to Beneficial Owners is the responsibility of the DTC Participants and the Indirect Participants (as defined herein), as more fully described herein.

Certain of the Bonds are subject to optional redemption prior to maturity and may be subject to mandatory redemption prior to maturity. See "THE BONDS - Redemption Provisions" herein for further information.

The proceeds to be received by the Issuer from the sale of the Bonds will be used by the Issuer to make a loan (the "Loan") to the City of Dania Beach, Florida (the "Borrower"), pursuant to a loan agreement between the Issuer and the Borrower (the "Loan Agreement") for the purposes of (i) providing funds to finance the costs of the acquisition, construction, and equipping of certain capital improvements, including, but not limited to, stormwater system improvements (the "Project") (ii) prepaying the outstanding principal amount of the City's Capital Improvement Revenue Note, Series 2024 (the "Series 2024 Note"), and (iii) paying costs and expenses related to the issuance of the Bonds.

Payments made by the Borrower to the Issuer in repayment of the Loan (the "Loan Repayments") are included in the trust estate granted by the Issuer to the Trustee pursuant to a Trust Indenture, dated as of October 1, 2024, between the Issuer and the Trustee (the "Indenture").

Electronic bids for the Bonds will be received through the BiDCOMP/Parity® Electronic Bid Submission System as described in the Official Notice of Sale.

As set forth in the Official Notice of Sale, the purchase of municipal bond insurance, if available, will be at the option and expense of the bidder. The successful bidder will be responsible for procuring any such insurance and the payment of all costs associated with such insurance, including the premium charged by the insurer. Insured ratings with the use of bond insurance, if required, are to be applied for by the successful bidder, and costs incurred for such ratings must be paid at the successful bidder's expense. See "Municipal Bond Insurance" in the Official Notice of Sale.

THE BONDS ARE NOT A GENERAL DEBT, LIABILITY OR OBLIGATION OF THE ISSUER, BUT ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM (I) THE PAYMENTS TO BE MADE BY THE BORROWER PURSUANT TO THE LOAN AGREEMENT, (II) ALL AMOUNTS IN CERTAIN FUNDS AND ACCOUNTS CREATED PURSUANT TO THE INDENTURE, AND (III) ALL REVENUES, ANY AND ALL OTHER PROPERTY, RIGHTS AND INTEREST OF EVERY KIND AND NATURE FROM TIME TO TIME HEREAFTER BY DELIVERY OR BY WRITING OF ANY KIND SUBJECTED TO THE INDENTURE, AS AND FOR ADDITIONAL SECURITY FOR THE BONDS, BY THE ISSUER OR BY ANY OTHER PERSON ON ITS BEHALF OR WITH ITS WRITTEN CONSENT, AS MORE FULLY DESCRIBED HEREIN. See "SECURITY AND SOURCES OF PAYMENT – The Covenant to Budget and Appropriate" herein. The obligation of the Borrower pursuant to the Loan Agreement is not a general debt, liability or obligation of the Borrower, but is a limited obligation of the Borrower payable from the sources described herein. The Bonds and the Loan are not a debt, liability or obligation of the State of Florida or any political subdivision or entity thereof other than the Issuer and the Borrower, respectively.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

SEE THE INSIDE COVER FOR MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS.

The Bonds are offered when, as, and if issued and received by the Underwriter, subject to the approval of legality and tax-exempt status by Bryant Miller Olive P.A., Tallahassee, Florida, Bond Counsel. Certain legal matters will be passed upon for the Issuer by David Cruz, Esq., counsel to the Issuer, as deputy general counsel to the Florida League of Cities, Inc., by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Disclosure Counsel to the Issuer and for the Borrower by Eve Boutsis, Esq., Dania Beach, Florida, counsel to the Borrower. Public Resources Advisory Group, Inc., St. Petersburg, Florida, has served as financial advisor to the Issuer in connection with the Bonds. Florida League of Cities, Inc. is the administrator of the Issuer's bond program. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York, on or about October ___ 2024.

The date of this Official Statement is September ___, 2024.

*Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, PRICES AND INITIAL CUSIP NUMBERS

$_____*
FLORIDA MUNICIPAL LOAN COUNCIL
REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2024C
(City of Dania Beach Series)

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.**
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					

*Preliminary, subject to change.

** Neither the Issuer, the Borrower nor the Underwriter shall be responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

† Price calculated to first optional redemption date of October 1, 2034.

Florida Municipal Loan Council

c/o Florida League of Cities, Inc.
301 South Bronough Street, Suite 300
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NO BROKER, DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE ISSUER OR THE BORROWER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION, OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER OR THE BORROWER SINCE THE DATE HEREOF.

CERTAIN OF THE INFORMATION HEREIN REGARDING THE BORROWER IS BEYOND THE KNOWLEDGE OF THE ISSUER. WHILE THE ISSUER HAS NO REASON TO BELIEVE THAT SUCH INFORMATION IS INCOMPLETE OR INACCURATE, THE ISSUER HAS NOT INDEPENDENTLY INVESTIGATED OR CONFIRMED THE ACCURACY OR COMPLETENESS THEREOF AND HAS INCLUDED SUCH INFORMATION IN THIS OFFICIAL STATEMENT IN RELIANCE UPON THE REPRESENTATION AND WARRANTY OF THE BORROWER THAT SUCH INFORMATION DOES NOT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT AND DOES NOT OMIT TO STATE ANY MATERIAL FACT NECESSARY IN ORDER TO MAKE THE STATEMENTS MADE HEREIN, IN THE LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE, NOT MISLEADING.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF THE JURISDICTIONS IN WHICH THEY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT.

The order and placement of materials in this Official Statement, including the Appendices, are not to be deemed a determination of relevance, materially or importance, and this Official Statement, including the Appendices, must be considered in its entirety. The

captions and headings in this Official Statement are for convenience only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provisions or sections in this Official Statement. The offering of the Bonds is made only by means of this entire Official Statement.

References to website addresses presented in this Official Statement are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements generally are identifiable by the terminology used, such as "plan", "expect", "estimate", "project", "forecast", "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Issuer does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

THIS OFFICIAL STATEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BY ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE WEBSITE: WWW.MUNIOS.COM. THIS OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IF IT IS PRINTED IN FULL DIRECTLY FROM SUCH WEBSITE.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

FOR PURPOSES OF COMPLIANCE WITH RULE 15c2-12 OF THE UNITED STATES SECURITY AND EXCHANGE COMMISSION, AS AMENDED AND IN EFFECT ON THE DATE HEREOF, THIS PRELIMINARY OFFICIAL STATEMENT CONSTITUTES AN OFFICIAL STATEMENT OF THE ISSUER THAT HAS BEEN DEEMED FINAL BY

THE ISSUER AND THE BORROWER AS OF ITS DATE, EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15c2-12.

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OFFICIAL STATEMENT
Relating to

$_____*
FLORIDA MUNICIPAL LOAN COUNCIL
REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2024C
(City of Dania Beach Series)

INTRODUCTION

The purpose of this Official Statement, including the cover page and the Appendices hereto, is to furnish certain information with respect to the original issuance and sale of $_____* Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series) (the "Bonds") to be issued by the Florida Municipal Loan Council (the "Issuer").

This Introduction is only a brief description of the matters described in this Official Statement, and a full review of this Official Statement should be undertaken by potential investors in the Bonds. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The Issuer is a separate legal entity under the laws of the State of Florida. The Issuer was created by an Interlocal Agreement (the "Interlocal Agreement"), dated December 1, 1998, initially among the City of Stuart, the City of Deland and the City of Rockledge, each of which is a Florida municipality. Subsequent to that date, other Florida municipalities and counties have joined in the Interlocal Agreement, including Gadsden County, Florida, Jackson County, Florida and Leon County, Florida.

The Bonds are being issued pursuant to the Constitution of the State of Florida, Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), an authorizing resolution adopted by the Issuer on August 16, 2024, and a Trust Indenture (the "Indenture"), dated as of October 1, 2024, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

The Bonds are being issued to provide funds to make a loan to the City of Dania Beach, Florida (the "Borrower") pursuant to a Loan Agreement, dated as of October 1, 2024, between the Issuer and the Borrower (the "Loan Agreement"). The Borrower will use proceeds of the loan made to it by the Issuer (the "Loan") to (i) finance or reimburse itself for a portion of the costs of acquiring, constructing, and equipping certain capital improvements, including, but not limited to, stormwater system improvements (the "Project") (ii) prepay the outstanding principal amount of the Borrower's Capital Improvement Revenue Note, Series 2024 (the "Series 2024 Note"), and (iii) to pay the costs of issuance of the Bonds.

Pursuant to the Loan Agreement, the Borrower has agreed to make payments (the "Basic Payments") in such amounts and at such times as shall be sufficient to pay the principal of, premium, if any, and interest on the Loan when due. The Basic Payments correlate to the debt

*Preliminary, subject to change.

service on the Bonds. The aggregate scheduled Basic Payments under the Loan Agreement equals the scheduled payments of principal and interest on the Bonds. The Basic Payments for the Borrower are set forth herein under the caption "DEBT SERVICE REQUIREMENTS."

Pursuant to the Loan Agreement, the Borrower also agrees to make certain other payments (the "Additional Payments"), including, but not limited to, the fees and expenses of the Issuer, the Administrator (as described under the heading "THE ADMINISTRATOR AND THE ADMINISTRATION AGREEMENT," below) and the Trustee, and any fees, including any rebate obligation with respect to the Bonds, related to the Loan.

The Basic Payments and the Additional Payments are jointly referred to as the "Loan Repayments."

The Borrower has agreed in the Loan Agreement to appropriate in its annual budget, by amendment, if required, and to pay when due under the Loan Agreement, as promptly as money becomes available, amounts of Non-Ad Valorem Revenues (hereinafter defined) of the Borrower sufficient to satisfy the Loan Repayment obligations of the Borrower. "Non-Ad Valorem Revenues" means all revenues of the Borrower other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make the Loan Repayments.

Pursuant to the Indenture, the Issuer has granted to the Trustee as part of the trust estate established thereby all of the Issuer's right, title and interest (with certain exceptions specified therein) in and to the Loan Agreement.

THE BONDS ARE NOT A GENERAL DEBT, LIABILITY OR OBLIGATION OF THE ISSUER, BUT ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM (I) THE PAYMENTS TO BE MADE BY THE BORROWER PURSUANT TO THE LOAN AGREEMENT, (II) ALL AMOUNTS IN CERTAIN FUNDS AND ACCOUNTS CREATED PURSUANT TO THE INDENTURE, AND (III) ALL REVENUES, ANY AND ALL OTHER PROPERTY, RIGHTS AND INTEREST OF EVERY KIND AND NATURE FROM TIME TO TIME HEREAFTER BY DELIVERY OR BY WRITING OF ANY KIND SUBJECTED TO THE INDENTURE, AS AND FOR ADDITIONAL SECURITY FOR THE BONDS, BY THE ISSUER OR BY ANY OTHER PERSON ON ITS BEHALF OR WITH ITS WRITTEN CONSENT (COLLECTIVELY, THE "TRUST ESTATE"), AS MORE FULLY DESCRIBED HEREIN. See "SECURITY AND SOURCES OF PAYMENT – The Covenant to Budget and Appropriate" herein. The obligation of the Borrower pursuant to the Loan Agreement is not a general debt, liability or obligation of the Borrower, but is a limited obligation of the Borrower payable from the sources described herein. The Bonds and the Loan are not a debt, liability or obligation of the State of Florida (the "State") or any political subdivision or entity thereof other than the Issuer and the Borrower, respectively.

There follows in this Official Statement descriptions of the Bonds, the Issuer, the Borrower and certain other matters. The descriptions and information contained herein do not purport to be complete, comprehensive, or definitive, and all references herein to documents or

reports are qualified in their entirety by reference to the complete text of such documents or reports. Unless otherwise defined herein, terms used in capitalized form in this Official Statement shall have the same meanings as in the Indenture or the Loan Agreement. See Appendices C and D for definitions of certain terms used in this Official Statement.

THE BONDS

General Description

The Bonds are being issued as fully registered bonds without coupons in principal denominations of $5,000 or any integral multiple thereof (the "Authorized Denominations"). The Bonds will be dated as of the date of their initial issuance and delivery, will bear interest from that date at the rates per annum and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. The Bonds will be subject to the redemption provisions set forth below. Interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months and will be payable semiannually on each April 1 and October 1 (each, an "Interest Payment Date,"), commencing April 1, 2025.

The principal and premium, if any, of the Bonds shall be payable when due by check, upon presentation and surrender of the Bonds at the Designated Office of the Trustee, and interest will be payable by check mailed by the Trustee on each Interest Payment Date to the holders of the Bonds registered as such as of the Record Date; provided, however, that at the expense of and upon the written request of a holder of $1,000,000 or more, interest will be paid by wire transfer to an account in the United States. The Record Date with respect to any Interest Payment Date is the fifteenth day of the calendar month preceding such Interest Payment Date. For so long as the book-entry only system of ownership of the Bonds is in effect, payments of principal, premium, if any, and interest on the Bonds will be made as described under the caption "Book-Entry Only System" below.

All payments of principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Redemption Provisions

Optional Redemption. The Bonds maturing on or before October 1, 2034 are not subject to optional redemption prior to their maturities. The Bonds maturing after October 1, 2034 are subject to redemption at the option of the Issuer on or after October 1, 2034 as a whole or in part at any time, in any manner as determined by the Trustee in its discretion taking into consideration the maturity of the Loan prepaid by the Borrower, at the Redemption Price (as defined in the Indenture) equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date.

Scheduled Mandatory Redemption. The Bonds maturing on October 1, 20___ are subject to mandatory redemption, in part, by lot, at Redemption Prices equal to 100% of the principal amount thereof plus interest accrued to the redemption date, beginning on October 1, 20___ and on each October 1 thereafter, in the following principal amount in the following year:

Year	Principal Amount

*Maturity, not a redemption.

Selection of Bonds to be Redeemed. The Bonds may be redeemed only in the principal amount of an Authorized Denomination. The Bonds or portions of the Bonds to be redeemed shall, except as otherwise described above or as specified in the Indenture, be selected by the Registrar by lot or in such other manner as the Issuer in its discretion may deem appropriate.

Notice of Redemption. In the case of every redemption, notice of the call for redemption shall be given by the Trustee as Registrar (the "Registrar") by mailing a copy of the redemption notice, identifying the Bonds or portions thereof to be redeemed, (a) by first class mail at least thirty (30) days prior to the date fixed for redemption to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register, and (b) in addition to the mailing of the notice described above, the Registrar shall give additional notice of the redemption of Bonds in accordance with any regulation or release of the Municipal Securities Rulemaking Board or governmental agency or body from time to time applicable to such Bonds. No defect in any notice delivered pursuant to clause (b) above nor any failure to give all or any portion of such notice shall in any manner defeat the effectiveness of a call for redemption if notice is given as prescribed in clause (a) above. Any notice mailed as provided in the Indenture shall be conclusively presumed to have been duly given, whether or not the Owner or any other recipient receives the notice.

Each notice of redemption given under the Indenture shall contain (i) information identifying the Bonds or portions thereof to be redeemed; (ii) the CUSIP numbers of all Bonds being redeemed; (iii) the date of issue of the Bonds as originally issued; (iv) the rate of interest borne by each Bond being redeemed; (v) the maturity date of each Bond being redeemed; (vi) a brief description, if applicable, of any conditions that must be satisfied prior to the redemption of the Bonds being redeemed; and (vii) any other descriptive information needed to identify accurately the Bonds being redeemed; provided, however, that no notice shall be deemed defective if the information required in clause (i) above is provided in such notice.

In the case of an optional redemption, any notice of redemption may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Registrar, Paying Agent or a fiduciary institution acting as escrow agent no later than the redemption date or (2) the Issuer retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this section. Any such notice of Conditional Redemption shall

be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Issuer delivers a written direction to the Registrar directing the Registrar to rescind the redemption notice. The Registrar shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the Issuer to make such funds available shall constitute an Event of Default under the Indenture. The Registrar shall give immediate notice to the securities information repositories and the affected Bondholders that the redemption did not occur and that the affected Bonds called for redemption and not so paid remain Outstanding.

Effect of Calling for Redemption. On the redemption date, the principal amount of the Bonds to be redeemed, together with the accrued interest thereon to such date, shall become due and payable; and from and after such date, notice (if required) having been given and moneys available for such redemption being on deposit with the Trustee in accordance with the provisions of the Indenture, then notwithstanding that any Bonds called for redemption shall not have been surrendered, no further interest shall accrue on any of such Bonds or portions thereof to be redeemed. From and after such date of redemption (such notice having been given and moneys available solely for such redemption being on deposit with the Trustee), the Bonds or portions thereof to be redeemed shall not be deemed to be Outstanding under the Indenture and the Issuer shall be under no further liability in respect thereof.

Book-Entry Only System

The information provided immediately below concerning DTC and the Book-Entry Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter, the Issuer, the Trustee or the Borrower.

Unless the book-entry system described herein is terminated, DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One or more fully-registered bond certificates will be issued for the Bonds, and will be deposited with the Registrar on behalf of DTC. Individual purchases of beneficial interests in the Bonds will be made in increments of $5,000 or integral multiples thereof.

DTC and its Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized

book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's Rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The contents of such website do not constitute a part of this Official Statement.

Purchases. Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish

to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

NEITHER THE ISSUER NOR THE REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE ISSUER CANNOT PROVIDE ANY ASSURANCE THAT DTC, DIRECT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR ANY NOTICES TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

Payments. Payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Registrar on the relevant payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar, or the Issuer subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuance of Book Entry-Only System. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, certificated Bonds are required to be printed and delivered to the holders of record.

The Issuer may decide to discontinue use of the system of book entry-only transfers through DTC (or a successor securities depository) with respect to the Bonds. Under current industry practices, however, DTC would notify its Direct or Indirect Participants of the Issuer's decision, but will only withdraw beneficial interests from a Bond at the request of any Direct or Indirect Participant. In that event, certificates for the Bonds will be printed and delivered.

No Assurance Regarding DTC Practices

The foregoing information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer, the Borrower, the Underwriter and the Registrar take no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, references herein to the holders or registered owners of the Bonds will mean Cede & Co. and will not mean the Beneficial Owners of the Bonds.

Neither the Issuer, the Borrower, the Registrar nor the Underwriter will have any responsibility or obligation to the Participants, DTC or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or by any Direct or Indirect Participant of DTC, (ii) payments or the providing of notice to the Direct Participants, the Indirect Participants or the Beneficial Owners, (iii) the selection by DTC or by any Direct or Indirect Participant of any Beneficial Owner to receive payment in the event of a partial redemption of the Bonds or (iv) any other action taken by DTC or its partnership nominee, as owner of the Bonds.

Registration, Transfer and Exchange

Subject to the provisions described above under "-- Book Entry-Only System" while the Bonds are held under a book entry system of registration, the Issuer shall cause books for the registration and transfer of the Bonds, as provided in the Indenture, to be kept by the Registrar. Upon surrender for transfer of any Bond at the Designated Office of the Registrar, accompanied by an assignment duly executed by the registered Owner or his attorney-in-fact duly authorized in writing, the Issuer shall execute and the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds for a like aggregate principal amount.

Bonds of the same type may be exchanged at the Designated Office of the Registrar for a like aggregate principal amount of Bonds of other Authorized Denominations. The Issuer shall execute and the Registrar shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding.

The Registrar shall not be required to (a) transfer or exchange any Bonds during the 10 days next preceding any day upon which notice of redemption of Bonds is to be mailed; or (b) transfer or exchange any Bonds selected, called, or being called for redemption in whole or in part.

The person in whose name any Bond shall be registered shall be deemed and regarded by the Trustee, the Registrar, the Paying Agent, and the Issuer as the absolute Owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, or interest on any Bond shall be made only to or upon the written order of the registered Owner thereof or his legal representative, subject to the provisions of the Indenture, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums paid.

A reasonable transfer charge may be made for any exchange or transfer of the Bond and the Registrar shall require the payment by any Bondholder requesting exchange or transfer of a sum sufficient to cover any tax or other governmental charge required to be paid with respect to such exchange or transfer and a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or transfer.

THE ISSUER

The Issuer was created pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, as amended, through the Interlocal Agreement described above.

The Issuer is a separate legal entity created for the purpose of enabling participating municipalities and counties or other participating governmental entities to finance or refinance (including reimbursement of prior expenditures) undertakings on a cost-effective basis. The Bonds are being issued in furtherance of the Issuer's program (the "Program") of making loans to participating governmental units. Pursuant to the Interlocal Agreement, the Issuer has the power to issue, from time to time, in various series, bonds, notes or other obligations to finance and refinance loans to participating governmental entities.

Membership in the Issuer consists of those governmental entities which from time to time have been admitted to membership by the affirmative vote of two-thirds of the board of directors of the Issuer and which have joined in the Interlocal Agreement. While membership in the Issuer is open to other governmental entities, membership in the Issuer is not a pre-condition to becoming a borrower under the Program.

The Issuer is governed by a board of directors which consists of not less than one or more than seven elected public officials, each of which shall be appointed by the President of the Florida League of Cities, Inc. There is no limitation upon the term of office of a director, and directors serve until the expiration of their term in elected office, their resignation or their removal. A director may be removed upon the affirmative vote of at least two-thirds of the members of the Issuer.

The duration of the Issuer shall continue so long as any obligation of the Issuer or any obligation of any participating governmental entity issued under the Program remains outstanding.

The Bonds constitute the thirty-third series of bonds to be issued by the Issuer, twelve of which, inclusive of the Bonds, are currently outstanding.

The current Board of Directors of the Issuer consists of the following elected officials:

Chairman Isaac Salver, Vice Mayor, Town of Bay Harbor Islands
Dan Janson, Councilman, Jacksonville Beach
Diana Adams, Deputy Mayor, West Melbourne
Holly Smith, Councilmember, City of Sanibel
Susan Starkey, Vice Mayor, Town of Davie
Leo E. Longworth, Mayor, City of Bartow
Teresa Watkins Brown, Councilmember, City of Fort Myers

THE ADMINISTRATOR AND THE ADMINISTRATION AGREEMENT

The Administrator

The Administrator of the Issuer's Program is the Florida League of Cities, Inc., a Florida non-profit corporation established in 1922. The mission of the Administrator, as outlined in its charter, is primarily to provide assistance to Florida municipalities on matters of common interest. The Administrator will provide loan origination and administration services under the Indenture pursuant to the Administration Agreement (hereinafter described).

The Administrator is organized on a non-stock membership basis. The members of the Administrator consist of over 400 Florida cities and counties. The Administrator is governed by a Board of Directors consisting of up to 55 members. Directors are elected by the members of the Administrator.

In addition to the Issuer's eleven outstanding bond issues (inclusive of the Bonds), the Administrator has also provided loan origination and administration services in connection with other prior loan pools established by entities other than the Issuer and, in that capacity, has participated in the origination of numerous loans to Florida municipalities and counties.

In addition to loan pool origination and administration services, the Administrator provides services to its members in the areas of pool insurance and advice on current and emerging constitutional, legislative, and regulatory issues. The Administrator has 201 full-time employees and an annual operating budget of approximately $53.3 million.

The Bonds are not obligations of the Administrator. The Administrator is neither obligated nor expected to advance its own funds to pay principal of or interest on the Bonds or to perform the other obligations of the Issuer under the Indenture.

The Administration Agreement

The Issuer and the Administrator have entered into an ongoing Administration Agreement (the "Administration Agreement"). Under the terms of the Administration

Agreement, the Administrator agrees to receive and review applications of municipalities and counties to participate in the Program and to forward the same to any institutions as may be providing credit support for the Program. The Administrator agrees to meet with representatives of applicants and to aid applicants in determining whether to participate in the Program. The Administrator agrees to abide by the terms of the Indenture and to use its best efforts to ensure that the Loan complies with the terms of the Indenture. Under the terms of the Administration Agreement, the Administrator is to be paid a semi-annual fee based upon the principal balance of all loans outstanding. For bonds issued on or after April 1, 2016 under the Issuer's fixed rate bond program, the fee shall be computed annually for the Borrower at the rate of 10/100 of 1% (.001) of the principal balance outstanding on the Bonds, with a minimum annual fee of $1,500 and a maximum annual fee of $10,000.

THE BORROWER

CERTAIN OF THE INFORMATION HEREIN REGARDING THE BORROWER IS BEYOND THE KNOWLEDGE OF THE ISSUER. WHILE THE ISSUER HAS NO REASON TO BELIEVE THAT SUCH INFORMATION IS INCOMPLETE OR INACCURATE, THE ISSUER HAS NOT INDEPENDENTLY INVESTIGATED OR CONFIRMED THE ACCURACY OR COMPLETENESS THEREOF AND HAS INCLUDED SUCH INFORMATION IN THIS OFFICIAL STATEMENT IN RELIANCE UPON THE REPRESENTATIONS AND WARRANTIES OF THE BORROWER THAT SUCH INFORMATION DOES NOT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT AND DOES NOT OMIT TO STATE ANY MATERIAL FACT NECESSARY IN ORDER TO MAKE THE STATEMENTS MADE HEREIN, IN THE LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE, NOT MISLEADING.

The Borrower is a Florida municipality located in Broward County immediately south of the Fort Lauderdale-Hollywood International Airport, Port Everglades, and the Broward County Convention Center. Financial information with respect to the Borrower is contained in APPENDIX F hereof. See also "SECURITY AND SOURCES OF PAYMENT – Outstanding Borrower Indebtedness; Calculations of Anti-Dilution Test Compliance; Historical Pro Forma Debt Service Coverage" herein.

PURPOSE OF THE BONDS

General

The proceeds to be received by the Issuer from the sale of the Bonds will be used by the Issuer to make the Loan to the Borrower for the purpose of providing funds to (i) finance the costs of the Project, (ii) prepay the Series 2024 Note; and (iii) pay costs and expenses related to the issuance of the Bonds.

Under the terms of the Indenture, an amount sufficient to pay the costs of issuance of the Bonds will be deposited into the Costs of Issuance Fund and the balance of the proceeds of the Bonds will be deposited into the Project Loan Fund, to be disbursed upon requisition therefor.

The Borrower is borrowing the proceeds of $_____* principal amount of the Bonds (which inclusive of [net] bond [premium] [discount] is $_____) for the purposes of financing the cost of the Project and prepaying the Series 2024 Note. The Loan is expected to be repaid over a period of approximately 30 years.

ESTIMATED SOURCES AND USES

The following table sets forth the estimated sources and uses of funds in connection with the Bonds:

SOURCES OF FUNDS:

Par Amount	$
[Net] Bond [Premium] [Discount]	
TOTAL SOURCES:	$

USES OF FUNDS:

Deposit to Project Loan Fund	$
Costs of Issuance[(1)]	
TOTAL USES:	$

(1) Includes legal fees, Underwriter's discount, financial advisory fees, costs of printing and other incidental expenses.

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*Preliminary, subject to change.

SECURITY AND SOURCES OF PAYMENT

Limited Obligations; Trust Estate

THE BONDS ARE NOT A GENERAL DEBT, LIABILITY OR OBLIGATION OF THE ISSUER, BUT ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM (I) THE PAYMENTS TO BE MADE BY THE BORROWER PURSUANT TO THE LOAN AGREEMENT, (II) ALL AMOUNTS IN CERTAIN FUNDS AND ACCOUNTS CREATED PURSUANT TO THE INDENTURE, AND (III) ALL REVENUES, ANY AND ALL OTHER PROPERTY, RIGHTS AND INTEREST OF EVERY KIND AND NATURE FROM TIME TO TIME HEREAFTER BY DELIVERY OR BY WRITING OF ANY KIND SUBJECTED TO THE INDENTURE, AS AND FOR ADDITIONAL SECURITY FOR THE BONDS, BY THE ISSUER OR BY ANY OTHER PERSON ON ITS BEHALF OR WITH ITS WRITTEN CONSENT, AS MORE FULLY DESCRIBED HEREIN. THE OBLIGATION OF THE BORROWER PURSUANT TO THE LOAN AGREEMENT IS NOT A GENERAL DEBT, LIABILITY OR OBLIGATION OF THE BORROWER, BUT IS A LIMITED OBLIGATION OF THE BORROWER PAYABLE FROM THE SOURCES DESCRIBED HEREIN. See "SECURITY AND SOURCES OF PAYMENT – The Covenant to Budget and Appropriate" herein. The Bonds and the Loan are not a debt, liability or obligation of the State of Florida or any political subdivision or entity thereof other than the Issuer and the Borrower, respectively.

Proceeds to be received by the Issuer from the sale of the Bonds will be loaned by the Issuer to the Borrower pursuant to the Loan Agreement. The Loan Agreement provides that the Borrower will appropriate in its annual budget and pay when due amounts of Non-Ad Valorem Revenues sufficient to make Basic Payments (that is, the principal of, premium, if any, and interest on the Loan) and the Additional Payments, if any, on the Loan. The aggregate principal and interest payments included in the Basic Payments scheduled to be made by the Borrower equal the scheduled debt service on the Bonds.

Pursuant to the Indenture, the Issuer has granted to the Trustee as part of the trust estate all of the Issuer's right, title and interest (with certain exceptions specified therein) in and to the Loan Agreement, including the Issuer's right to receive Loan Repayments, as the source of payment of and security for the Bonds.

The Covenant to Budget and Appropriate

The Borrower covenants and agrees in the Loan Agreement to appropriate (such covenant being referred to as the "Covenant to Budget and Appropriate") in its annual budget, by amendment if required, and to pay when due under the Loan Agreement, as promptly as money becomes available, amounts of Non-Ad Valorem Revenues sufficient to satisfy its Loan Repayment obligations. Such covenant is subject in all respects to the payment of obligations secured by a pledge of Non-Ad Valorem Revenues heretofore or hereinafter entered into. The Covenant to Budget and Appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues or other legally available

funds in amounts sufficient to make all required Loan Repayments, including delinquent Loan Repayments, shall have been budgeted, appropriated, and actually paid to the Trustee for deposit into the appropriate Fund. The Borrower does not covenant to maintain any services or programs which generate Non-Ad Valorem Revenues or to maintain the charges it collects as of the date of this Official Statement for any such services or programs.

All obligations of the Borrower under the Loan Agreement shall be payable only from Non-Ad Valorem Revenues budgeted and appropriated as provided for thereunder and nothing therein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Borrower, and no Bondholder or any other person, including the Issuer or the Trustee, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Borrower. The obligations under the Loan Agreement do not constitute an indebtedness of the Borrower within the meaning of any constitutional, statutory, or charter provision or limitation, and neither the Trustee, the Issuer, the Bondholders, nor any other person shall have the right to compel the exercise of the ad valorem taxing power of the Borrower or taxation of any real or personal property therein for the payment by the Borrower of its obligations under the Loan Agreement. Except to the extent expressly set forth in the Loan Agreement, the Loan Agreement and the obligations of the Borrower thereunder shall not be construed as a limitation on the ability of the Borrower to pledge or covenant to pledge the Non-Ad Valorem Revenues or any revenues or taxes of the Borrower for other legally permissible purposes. See "INVESTMENT CONSIDERATIONS - Pledging of Non-Ad Valorem Revenue Sources" herein. Notwithstanding any provisions of the Loan Agreement, the Indenture or the Bonds to the contrary, the Borrower shall never be obligated to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues, or the rates for such services or regulatory fees. Neither the Loan Agreement nor the obligations of the Borrower thereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Borrower, but shall be payable solely as provided in the Loan Agreement and are subject in all respects to the provisions of Section 166.241, Florida Statutes, and are subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare, and safety of the inhabitants of the Borrower. The amounts available to be budgeted and appropriated to make Loan Repayments are subject to the obligation of the Borrower to provide such essential services; however, such covenant to budget obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

"Non-Ad Valorem Revenues" means all revenues of the Borrower other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make the Loan Repayments.

In Florida, the revenues received by municipalities may be classified based upon whether such revenues are derived from ad valorem taxation. Ad valorem taxes are taxes levied by municipalities upon taxable real and tangible personal property located within the geographic jurisdiction of the municipality. Ad valorem taxes are levied based upon the assessed value of taxable property, and are imposed at a uniform rate per thousand dollars of assessed value. This rate is referred to as the "millage rate," with one mill representing one dollar of ad valorem taxes per thousand dollars of assessed valuation. Exclusive of millage levied pursuant to the approval

of the qualified electors of a municipality, municipalities may not levy ad valorem taxes at a rate in excess of ten mills annually.

Revenues received by a municipality other than from ad valorem taxation are referred to as "non-ad valorem revenues." Florida municipalities collect non-ad valorem revenues from a variety of sources. The primary sources of non-ad valorem revenues generally consist of half-cent sales tax revenues distributed to the municipality from the State, state revenue sharing monies, utility and communication tax revenues, franchise fees, license and permit fees. Certain non-ad valorem revenues are not lawfully available to be used by the Borrower to satisfy the Loan Repayments.

Brief descriptions of certain of such non-ad valorem revenue sources are set forth below. These sources do not purport to constitute all of the Non-Ad Valorem Revenues, but are included to provide additional information regarding some non-ad valorem revenue sources. See "INVESTMENT CONSIDERATIONS – Impact of COVID-19" for additional information regarding how certain of these revenue sources have been and could be impacted by the COVID-19 pandemic.

"Communication Services Tax Revenues" constitute amounts received pursuant to a local communications services tax on the sale of communications services as defined in Section 202.11, Florida Statutes. The Borrower currently imposes such tax at a rate of 5.32%.

"Half-Cent Sales Tax Revenues" constitute proceeds of the state sales tax that are distributed annually to a municipality pursuant to Chapter 218, Part VI, Florida Statutes. Currently, 8.9744% of the entire State sales tax (less an amount equal to 1% of such amount) is deposited into the Local Government Half-Cent Sales Tax Clearing Trust Fund and earmarked for distribution to Florida counties and cities. The Sales Tax Trust Fund also receives a portion of certain taxes imposed by the State on communications services. Half-cent sales tax revenues may be pledged by Florida local governments to secure indebtedness issued for capital projects.

"State Revenue Sharing" consists of amounts collected by the State from portions of two revenue sources: 1.3653% of net state sales tax collections and the one cent municipal fuel tax collections, which are paid into the Revenue Sharing Trust Fund for Municipalities and made available to Florida cities. Certain portions of state revenue sharing may by law be pledged to secure indebtedness.

"Public Service Tax Revenues" are derived from a local option tax on utilities that Florida municipalities may levy in the incorporated area. The tax may be levied at a rate of up to 10% on purchases of electricity, metered natural gas, liquefied petroleum gas, manufactured gas and water. Fuel oil may also be taxed at a rate up to four cents per gallon. [The Borrower has imposed the tax at the maximum rate.]

"Franchise Fees" are impositions imposed, primarily on private utility companies, for use of municipal right-of-way in providing services within the municipality. Terms and amount of the fees are subject to negotiation with the private provider. [The Borrower maintains franchise agreements with (i) _____, pursuant to its Ordinance No. _____, enacted

_____, _____ and effective for ___ years from such date, in an annual amount equal to ___% of the company's gross revenues (excluding bad debts) from the sale of electricity to all customers within the corporate limits of the Borrower, and (ii) _____, pursuant to its Ordinance No. ___, enacted _____, _____ and effective for _____ years from such date, in an annual amount equal to __% of the company's gross revenues from the sale of natural gas to customers located within the corporate limits of the Borrower.]

"Licenses, Permits and Fees" are revenues received from the State that are derived from charges imposed and collected by the State with respect to a variety of licenses and permits granted within the municipality, including but not limited to, insurance agents and insurance solicitors, park trailers, boats and travel trailers, and alcoholic beverage manufacturers, distributors, vendors and sellers. Locally, municipalities receive revenues through the issuance of a variety of licenses and permits, including zoning permits, development permits and business licenses.

"Stormwater Revenues" means revenues derived from the Borrower's annual special assessment on benefitted properties within the City. Pursuant to Ordinance No. 13-96 of the Borrower, enacted August 13, 1996, as amended and supplemented, the Borrower imposes an annual special assessment on benefitted properties within the Borrower to fund stormwater management, capital and administrative services within the Borrower. The annual assessment rate is set by the Borrower each year by resolution. Historically, the Borrower has provided for the collection of such special assessments on the ad valorem tax roll as permitted by Florida law, and expects to continue to do so. [The Borrower adopted its annual stormwater assessment resolution on September 10, 2024 for its 2025 fiscal year beginning October 1, 2024. The annual stormwater assessment resolution raised the stormwater assessment rate levied on benefited tax parcels from $60 per equivalent residential unit ("ERU") to $120 per ERU.] There are 48,349 ERUs (net of exemptions) on the Borrower's stormwater assessment roll.

Since the capital improvements to be financed with proceeds of the Bonds relate to stormwater facilities, a portion of the annual Stormwater Revenues equivalent to maximum annual debt service on the Bonds will be deemed Non-Ad Valorem Revenues that become subject to the covenant to budget and appropriate Non-Ad Valorem Revenues described herein and may be included in the calculation of the anti-dilution test described under the subheading "—Anti-Dilution Covenant," below. The remaining portion of the Stormwater Revenues, assessed for the purpose of funding administrative and other stormwater management services of the Borrower, have been determined by the Borrower as not available to pay debt service on the Bonds and may not be included as Non-Ad Valorem Revenues for purposes of the anti-dilution test.

Under the terms of the Loan Agreement, the Borrower may pledge the Non-Ad Valorem Revenues to obligations that it issues in the future. In the event of any such pledge, such Non-Ad Valorem Revenues would be required to be applied to said obligations prior to being used to repay the Loan. The Borrower has certain outstanding indebtedness secured by a covenant to budget and appropriate Non-Ad Valorem Revenues on the same basis as its obligations under the Loan Agreement, including the Borrower's Capital Improvement Non-Ad Valorem Revenue Note, Series 2022 (the "Series 2022 Note"), its Capital Improvement Non-Ad Valorem Revenue

Note, Series 2022B (the "Series 2022B Note"), and the Series 2024 Note which will be refinanced with the proceeds of the Bonds. See "—Outstanding Indebtedness; Calculation of Anti-Dilution Test Compliance; Historical Pro-Forma Debt Service Coverage," below.

No Reserve Fund

The Bonds are not secured by a Reserve Fund, as the Reserve Requirement under the Indenture is zero with respect to the Bonds.

Anti-Dilution Covenant

While the Loan is outstanding under the Loan Agreement, as a condition to the Borrower issuing any additional Debt, the Borrower shall certify to the Issuer that: prior to the incurrence of additional Debt secured by or payable from Non-Ad Valorem Revenues, the average annual Net Non-Ad Valorem Revenues available to pay debt service for the two prior Fiscal Years equals at least 150% of the Maximum Annual Debt Service on all Debt payable from such Non-Ad Valorem Revenues, including the maximum annual debt service on the Debt proposed to be issued. The calculation required by the immediately preceding sentence shall be determined using the average of actual receipts for the two prior Fiscal Years based on the Borrower's most recent available annual audited financial statements. For purposes of the foregoing calculation, Maximum Annual Debt Service on the Bonds and Maximum Annual Debt Service on Debt shall be calculated on an aggregate basis whereby the annual debt service for each is combined and the overall Maximum Annual Debt Service is determined.

For the purposes of the anti-dilution covenant described above;

"Debt" is defined to mean, at any date (without duplication) all of the following to the extent that they are guaranteed or secured by or payable in whole or in part from any Non-Ad Valorem Revenues (a) all obligations of the Borrower for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments; (b) all indebtedness of other persons to the extent guaranteed by, the Non-Ad Valorem Revenues of the Borrower; and (c) any obligation of the Borrower for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments where the security provided by the Non-Ad Valorem Revenues is not the primary security for the obligation or is a backup pledge for the obligation; provided, however, if with respect to any obligation contemplated in (b) or (c) above, such obligation shall not be considered "Debt" for purposes of the Loan Agreement unless the Borrower has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Borrower has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

Maximum annual debt service on the Debt means, with respect to the Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to the Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt

shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis.

For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year. See "APPENDIX C -- Form of the Loan Agreement" for definitions related to the capitalized terms used above.

For the purposes of the anti-dilution covenant described above, if the Debt also includes a pledge of additional revenues, the maximum annual debt service on such Debt shall be discounted by the amount that will be covered by such additional revenues.

In the event additional Debt is issued for the purpose of refunding any Debt then outstanding, the conditions of the anti-dilution covenant described above shall not apply, provided that the issuance of such additional Debt shall not result in an increase of the debt service on the applicable Debt in any Fiscal Year ending on or before the maturity date of the Bonds.

Additional Bonds; Permitted Parity Indebtedness

No additional bonds or debt of the Issuer may be issued pursuant to the Indenture. However, the Issuer may issue additional indebtedness, including future series of bonds, for any other purposes of the Issuer (including in order to make loans to borrowers), provided that such indebtedness may not be payable from the Trust Estate pledged to the repayment of the Bonds. There is no limitation on the issuance of additional debt by the Borrower except as may result from compliance with the obligations described above under the caption "Anti-Dilution Covenant."

Other Obligations Payable from Non-Ad Valorem Revenues

After issuance of the Bonds, the Borrower will, in addition to its obligations related to the Bonds, also have outstanding the indebtedness referenced in the table below, which is secured by a covenant to budget and appropriate Non-Ad Valorem Revenues on the same basis as the Loan Agreement securing the Bonds:

Non-Ad Valorem Revenue Debt[(1)]	Date of Origination	Original Loan Amount	Principal Balance[(2)]	Final Maturity	Pledge of Security
Series 2022 Note	03/24/2022	$18,060,000	$16,990,000.00	10/15/42	Covenant to Budget Non-Ad Valorem Revenues
Series 2022B Note	06/16/2022	$1,345,000	$1,230,000.00	10/15/32	Covenant to Budget Non-Ad Valorem Revenues

Source: City of Dania Beach Finance Department.

(1) The Borrower also has outstanding its Taxable Marina Revenue Bonds, Series 2013, which are

secured by a pledge of marina revenues and by a backup covenant to budget and appropriate Non-Ad Valorem Revenues. Pursuant to the terms of the Loan Agreement, such debt has not been included in the calculations of other covenant-to-budget-and appropriate debt referenced herein, as the marina revenues are not available to pay amounts due under the Loan Agreement and are pledged to secure such Series 2013 Bond debt.

(2) As of October 1, 2024.

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Outstanding Indebtedness; Calculation of Anti-Dilution Test Compliance; Historical Pro Forma Debt Service Coverage

Set forth below for the Borrower is a schedule showing debt service on other covenant to budget and appropriate-secured indebtedness or indebtedness secured by Non-Ad Valorem Revenues, a calculation of the Borrower's compliance with the anti-dilution test described above, and a breakdown of historical Non-Ad Valorem Revenues for fiscal years 2019-2023.

City of Dania Beach Combined Debt Service[(1)]

Fiscal Year	Series 2022 Note	Series 2022B Note	2024C Bonds	Total[(2)]
2024	$1,126,842	$155,337		
2025	1,129,202	156,656		
2026	1,126,121	157,818		
2027	1,127,599	158,824		
2028	1,128,573	154,751		
2029	1,124,106	155,599		
2030	1,124,198	156,292		
2031	1,123,786	156,827		
2032	1,122,870	157,206		
2033	1,126,387	157,428		
2034	1,124,337	-		
2035	1,126,720	-		
2036	1,123,536	-		
2037	1,124,785	-		
2038	1,125,404	-		
2039	1,125,393	-		
2040	1,124,752	-		
2041	1,123,481	-		
2042	1,121,580	-		
2043	1,123,986	-		
2044	-	-		
2045	-	-		
2046	-	-		
2047	-	-		
2048	-	-		
2049	-	-		
2050	-	-		
2051	-	-		
2052	-	-		
2053	-	-		
2054	-	-		
TOTAL[(2)]	$22,503,658	$1,566,738		

(1) Excludes the Series 2024 Note to be refunded by the issuance of the Bonds.
(2) Totals may not add due to rounding.

Anti-Dilution Test Compliance

Set forth below is the calculation of anti-dilution test compliance with respect to the Borrower as of September 30, 2023, taking into account the issuance of the Bonds and debt service as of the date hereof:

City of Dania Beach Non-Ad Valorem Revenue Anti-Dilution Test

Revenues	**FY 2022**	**FY 2023**	**Prior Two-Year Average**
Governmental Funds Revenues	$78,818,640	$75,033,656	$76,926,148
Less: Ad Valorem Revenues	27,419,983	30,424,701	28,922,342
Total Non-Ad Valorem Revenues	51,398,657	44,608,955	48,003,806
Add: Stormwater Revenues Available to Repay Bonds[(1)(2)]	1,802,000	1,802,000	1,802,000
Less: Restricted Funds			
General Fund Intergovernmental Revenues	575,905	541,485	558,695
General Fund Special Assessment Revenues	6,937,076	7,492,561	7,214,819
Grants	10,230,366	1,013,029	5,621,698
Community Redevelopment Fund	143,435	285,254	214,345
Building Fund	6,159,653	4,863,006	5,511,330
Debt Service Fund	21	1,060	541
Capital Projects Fund	130,287	1,129,071	629,679
Nonmajor Governmental Funds	4,548,325	4,305,714	4,427,020
Adjusted Non-Ad Valorem Revenues	24,475,589	26,779,775	25,627,682
Expenditures			
Essential Expenditures			
Public Safety	30,882,505	34,894,385	32,888,445
General Government	7,876,515	8,319,812	8,098,164
Total Essential Expenditures	38,759,020	43,214,197	40,986,609
Less: Ad-Valorem Revenues Available to Pay Essential Expenditures	27,419,983	30,424,701	28,922,342
Adjusted Essential Expenditures	11,339,037	12,789,496	12,064,267
Net Non-Ad Valorem Revenues available for Debt Service	$13,136,552	$13,990,279	$13,563,416
Test – Prior Two Year Average of Net Non-Ad Valorem Revenues covers projected MADS by at least 150%			
Net Non-Ad Valorem Revenues available for Debt Service	$13,136,552	$13,990,279	$13,563,416
Maximum Annual Non-Ad Valorem Debt Service[(2)]	$3,085,673	$3,085,673	$3,085,673
Coverage	425.7%	453.4%	439.6%

Source: City of Dania Beach, Florida Finance Department.

(1) As described under the heading "SECURITY AND SOURCES OF PAYMENT -- The Covenant to Budget and Appropriate - Stormwater Revenues," above, the Borrower has determined that an amount of Stormwater Revenues equal to maximum annual debt service on the Bonds will be treated as Non-Ad Valorem Revenues for purposes of the Loan Agreement. Such Stormwater Revenues are not available to pay debt service on the Series 2022 Note or the Series 2022B Note.

(2) Estimated based on existing debt and proposed Bonds in the aggregate principal amount of $_____ with a true interest cost of _____%.

Set forth below is a table showing historical Non-Ad Valorem Revenues of the Borrower:

City of Dania Beach Historical Non-Ad Valorem Revenues
FY 2019 through 2023

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Non-Ad Valorem Revenues:					
Special Assessments	$6,316,109	$6,333,454	$6,789,857	$6,937,076	$7,492,561
Franchise Taxes	2,936,979	2,841,162	2,997,119	3,722,150	4,245,417
Utility Taxes	4,108,466	4,065,872	4,115,707	4,472,143	5,165,296
Licenses and Permits	8,403,419	4,351,890	8,723,712	9,069,680	5,938,316
Intergovernmental	5,748,048	5,268,361	6,252,155	6,938,527	7,530,473
Charges for Services	4,688,126	4,709,569	5,205,274	5,665,106	5,979,645
Fines and Forfeitures	554,902	459,442	328,499	299,425	387,536
Investment Income	1,129,466	510,769	86,292	267,626	3,267,856
Grants	216	2,661,937	804,290	10,275,331	1,069,349
Miscellaneous	2,857,357	2,215,761	4,224,256	3,751,593	3,532,506
Total Non-Ad Valorem Revenues	$36,743,088	$33,418,217	$39,527,161	$51,398,657	$44,608,955

Source: City of Dania Beach, Florida.

While the tables above are not intended to represent revenues of the Borrower which would necessarily be available to pay Loan Repayments under the Loan Agreement, they are an indication of the relative amounts of legally available Non-Ad Valorem Revenues of the Borrower which may be available for the payment of amounts due under the Loan Agreement and other Debt taking into account competing general governmental expenditures or other restrictions. The ability of the Borrower to appropriate Non-Ad Valorem Revenues in sufficient amounts to pay amounts due under the Loan Agreement is subject to a variety of factors, including the responsibility to provide essential governmental services, and the obligation of the Borrower to have a balanced budget. No representation is being made by the Borrower that any particular Non-Ad Valorem Revenue sources will be available in future years, or if available, will be budgeted to pay amounts due under the Loan Agreement. For further information regarding Non-Ad Valorem Revenues of the Borrower, reference is made to APPENDIX F attached hereto.

Continued consistent receipt of Non-Ad Valorem Revenues is dependent upon a variety of factors, including formulas specified under Florida law for the distribution of certain of such funds which take into consideration the ratio of residents in the City of Dania Beach to total Broward County residents. The amounts and availability of any of the Non-Ad Valorem Revenues to the Borrower are also subject to change, including reduction or elimination by change of State law or changes in the facts or circumstances according to which certain of the Non-Ad Valorem Revenues are allocated. In addition, the amount of certain of the Non-Ad Valorem Revenues collected by the Borrower is directly related to the general economy of the Borrower. Accordingly, adverse economic conditions could have a material adverse effect on the amount of Non-Ad Valorem Revenues collected by the Borrower. The Borrower may also pledge certain of the Non-Ad Valorem Revenues to future obligations that it issues. Such Non-Ad Valorem Revenues would be required to be applied to such obligations prior to their being available to pay amounts due under the Loan Agreement. See "INVESTMENT

CONSIDERATIONS – Impacts of COVID-19" for a discussion on the impacts on Non-Ad Valorem Revenues due to the COVID-19 pandemic.

City Pension Plans

The Borrower maintains two single-employer defined benefit pension plans for its full time police officers and firefighters, and its general employees, which at the conclusion of fiscal year 2023 showed a net pension liability of $3,641,150 and $15,121,124, respectively. See "APPENDIX F -- Financial Information Regarding the City of Dania Beach, Florida."

INVESTMENT CONSIDERATIONS

General

The purchase of the Bonds involves a degree of risk, as is the case with all investments. Factors that could affect the Issuer's ability to perform its obligations under the Indenture, including the timely payment of principal of and interest on the Bonds, include, but are not necessarily limited to, the following:

Limited Special Obligations

The Bonds are limited, special obligations of the Issuer, the principal of, premium, if any, and interest on which are payable from and secured solely by amounts held in the funds and accounts established under the Indenture and amounts paid under the Loan Agreement, which are in turn secured by a covenant to budget and appropriate Non-Ad Valorem Revenues as described herein.

THE BONDS ARE NOT A GENERAL DEBT, LIABILITY OR OBLIGATION OF THE ISSUER, BUT ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM (I) THE PAYMENTS TO BE MADE BY THE BORROWER PURSUANT TO THE LOAN AGREEMENT, (II) ALL AMOUNTS IN CERTAIN FUNDS AND ACCOUNTS CREATED PURSUANT TO THE INDENTURE, AND (III) ALL REVENUES, ANY AND ALL OTHER PROPERTY, RIGHTS AND INTEREST OF EVERY KIND AND NATURE FROM TIME TO TIME HEREAFTER BY DELIVERY OR BY WRITING OF ANY KIND SUBJECTED TO THE INDENTURE, AS AND FOR ADDITIONAL SECURITY FOR THE BONDS, BY THE ISSUER OR BY ANY OTHER PERSON ON ITS BEHALF OR WITH ITS WRITTEN CONSENT, AS MORE FULLY DESCRIBED HEREIN. See "SECURITY AND SOURCES OF PAYMENT – The Covenant to Budget and Appropriate" herein. The obligation of the Borrower pursuant to the Loan Agreement is not a general debt, liability or obligation of the Borrower, but is a limited obligation of the Borrower payable from the sources and in the manner described herein. The Bonds and the Loan are not a debt, liability or obligation of the State of Florida or any political subdivision or entity thereof other than the Issuer and the Borrower, respectively.

Limited Remedies Under the Indenture and Loan Agreement

The remedies available to owners of the Bonds upon the occurrence and continuance of an Event of Default under the Indenture and Loan Agreement are limited to the seeking of specific performance or a writ of mandamus or other suit, action or proceeding compelling and requiring the Issuer and the Borrower and their respective officers to observe and perform any covenant, condition or obligation prescribed in the Indenture and Loan Agreement, respectively. The remedies available under the Indenture and the Loan Agreement depend in many respects upon regulatory and judicial actions that are often subject to discretion and delay. Under existing law, such remedies may not be readily available. In addition, enforcement of such remedies (i) may be subject to general principles of equity, which may permit the exercise of judicial discretion, (ii) are subject to the exercise in the future by the State and its agencies and political subdivisions of the police power inherent in the sovereignty of the State, (iii) are subject, in part, to the provisions of the United States Bankruptcy Code and other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect, and (iv) are subject to the exercise by the United States of the powers delegated to it by the federal Constitution. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

Bankruptcy Risks

Both the Issuer and the Borrower are authorized to file for bankruptcy under Chapter 9 of the United States Bankruptcy Code under certain circumstances, including the approval of the Governor of the State of Florida. The rights of the Owners of the Bonds could be adversely affected by a restructuring of the Borrower’s obligations under such Chapter 9. Should either the Issuer or the Borrower file for bankruptcy, there could be adverse effects on the holders of the Bonds.

Since the covenant to budget and appropriate Non-Ad Valorem Revenues contained in the Loan Agreement does not create a lien on any specific revenue source, Non-Ad Valorem Revenues collected after the commencement of a bankruptcy case by the Borrower would likely not be available to pay amounts due under the Loan Agreement.

If the Issuer or the Borrower is in bankruptcy, the parties (including the Trustee and the holders of the Bonds) may be prohibited from taking any action to collect any amount from the Issuer or the Borrower or to enforce any obligation of the Issuer or the Borrower, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the holders of the Bonds from funds in the Trustee's possession.

Pledging of Non-Ad Valorem Revenue Sources

As described herein under the heading "SECURITY AND SOURCES OF PAYMENT – The Covenant to Budget and Appropriate," and "SECURITY AND SOURCES OF PAYMENT

– Outstanding Indebtedness; Calculation of Anti-Dilution Test Compliance; Historical Pro Forma Debt Service Coverage," specific Non-Ad Valorem Revenue sources from which the Borrower has covenanted to budget and appropriate amounts sufficient to make Loan Repayments may be pledged by it to secure other indebtedness of the Borrower. In such situation, such Non-Ad Valorem Revenue sources would be applied to such other indebtedness prior to being applied to pay said Loan.

No Feasibility Consultant

This Official Statement provides historical information in connection with the Non-Ad Valorem Revenues of the Borrower available to make Loan Repayments and thus pay debt service on the Bonds. In connection with the issuance of the Bonds, the Borrower determined not to engage an independent feasibility consultant to provide an analysis of projected Non-Ad Valorem Revenues. As a result, while the Borrower reasonably believes its Non-Ad Valorem Revenues will be sufficient to make Loan Repayments, no forecasts or projections of Non-Ad Valorem Revenues to make Loan Repayments are included in this Official Statement.

Climate Change Issues

Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels will rise, extreme temperatures will become more common, and extreme weather events will become more frequent as a result of increasing global temperatures. Sea levels will continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. Most of Florida is at risk of substantial flood damage over time, affecting private development and public infrastructure, including roads, utilities, emergency services, schools, and parks. Likewise, Florida is hurricane-prone and the Borrower has suffered damage from past hurricanes. As a result, the Borrower could lose considerable tax revenues and many residents, businesses, and governmental operations could be displaced, and the Borrower could be required to mitigate these effects at a potentially material cost. The Borrower has taken certain mitigation measures regarding climate change, including ensuring the placement of all city structures and amenities beyond historic flood levels and the development of an emergency plan to manage extreme weather events, and the Southwest Florida Water Management District has a long-term plan to protect against rising waster through the use of an outfall on Lake Lena prior to storm events. However, the Borrower is unable to predict whether sea level rise or other impacts of climate change or flooding from a major storm will occur, when they may occur, and if any such events occur, whether they will have a material adverse effect on the business operations or financial condition of the Borrower. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations of the Borrower.

Cybersecurity

Computer networks and systems used for data transmission and collection are vital to the efficient operations of the Borrower. Borrower systems provide support to departmental

operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to department operations and the provision of citizen services. Increasingly, governmental entities are being targeted by cyberattacks (including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems) seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities and avenues that attackers/hackers can exploit in attempts to cause breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Additionally, the Borrower's computer networks and systems routinely interface and rely on third party systems that are also subject to the risks previously described. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there. The potential disruptions, access, modification, disclosure or destruction of data could result in interruption of the efficiency of Borrower commerce, initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruptions in operations and the services provided, and the loss of confidence in Borrower operations, ultimately adversely affecting Borrower revenues. The Borrower has established an intrusion prevention system, anti-virus next-generation firewall, and redundant backups, including offline backup in place, to mitigate the risk and vulnerability of cyberattacks and threats. However, no assurances can be given that any cyberattacks, if successful, will not have a material adverse effect on the operations or financial condition of the Borrower.

Impacts of COVID-19

The outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 generally had a disruptive financial impact on local, state and national economies around the country, including without limitation fueling inflation and creating supply chain issues. COVID-19 was considered a Public Health Emergency of International Concern by the World Health Organization. This led to quarantine and other "social distancing" measures throughout the United States, including recommendations and warnings to limit non-essential travel and promote telecommuting. There can be no guarantee that State and/or local shut downs or closures similar to those implemented in 2020 will not happen in the future. It is possible the United States, including the State and the County, may experience increased COVID-19 cases, hospitalizations, and deaths as a result of current or future variants, or may experience a new viral pandemic, which could, in turn, impact State and local government finances.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the total annual scheduled debt service requirements for the Bonds.

Period Ending October 1	Principal	Interest	Total Annual Debt Service
TOTALS			

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TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Bonds in order that interest on the Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Bonds to be included in federal gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The Issuer has covenanted in the Indenture and the Borrower has covenanted in the Loan Agreement to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under section 55 of the Code.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on the Bonds; (iii) the inclusion of interest on the Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on the Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the Issuer and the Borrower, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Bonds and proceeds from the sale of the Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Bonds. This withholding generally applies if the owner of the Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Bonds.

Prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of owning the Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Bonds maturing on October 1 of the year _____ (the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Bonds maturing on October 1 of the year _____, (the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on the Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser’s adjusted basis in the Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning the Premium Bonds.

LITIGATION

The Borrower experiences claims, litigation, and various legal proceedings which individually are not expected to have a material adverse effect on its operations or financial condition, but may, in the aggregate, have a material impact thereon. On the date of delivery of the Bonds, the Borrower will certify that, except as disclosed in this Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending, or to the best of the Borrower's knowledge, threatened, against or affecting the Borrower wherein an unfavorable decision, ruling or finding would materially and adversely affect the Borrower, its financial condition or its ability to comply with its obligations under the Loan Agreement or the validity or enforceability of the Loan Agreement.

On the date of delivery of the Bonds, the Issuer will certify that there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending, or to the best knowledge of the Issuer, threatened, against or affecting the Issuer, wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity of the Bonds, the Indenture or the Loan Agreement.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale by the Issuer of the Bonds are subject to the approving opinion of Bryant Miller Olive P.A., Miami, Florida, Bond Counsel. Bond Counsel has not been engaged to, nor has it undertaken to, review the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Bonds; provided, however, that Bond Counsel shall render an opinion to the Underwriter of the Bonds (upon which only it may rely) relating to the accuracy of certain statements contained herein under the heading "TAX MATTERS" and certain statements which summarize provisions of certain documents described herein. Certain legal matters will be passed upon for the Issuer by David Cruz, Esquire, counsel to the Issuer, as deputy general counsel to the Florida League of Cities, Inc. and Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Disclosure Counsel. Certain legal matters will be passed upon for the Borrower by Eve Boutsis, Esq., Dania Beach, Florida, counsel to the Borrower.

The proposed text of the approving opinion of Bond Counsel to be delivered concurrently with the delivery of the Bonds is set forth as APPENDIX E to this Official Statement. The actual legal opinion to be delivered may vary from the text of APPENDIX E, if necessary, to reflect facts and law on the date of delivery of the Bonds. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date.

The legal opinions to be delivered by Bond Counsel, Disclosure Counsel, counsel to the Issuer, and counsel to the Borrower concurrently with the delivery of the Bonds are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made as of the date thereof. The attorneys rendering legal opinions concurrently with the delivery of the Bonds assume no duty to update or supplement their respective opinions

to reflect any facts or circumstances, including changes in law that may thereafter occur or become effective. In addition, such legal opinions express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed in such opinions. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The fees of Bond Counsel, Disclosure Counsel, and Borrower's Counsel, and payment of the Underwriter's discount, which includes the fees of counsel to the Underwriter, are contingent upon the issuance of the Bonds.

FINANCIAL STATEMENTS

Included in APPENDIX F are the audited financial statements of the Borrower as of September 30, 2023, for the year then ended. Such financial statements, including the auditor's report, have been included in this Official Statement as a public document, and consent from the auditor was not requested. The auditor has not performed any services relating to, and is therefore not associated with, the issuance of the Bonds.

RATINGS

S&P Global Ratings ("S&P") has assigned a rating to the Bonds of "____" (_____ outlook). The rating reflects only the view of S&P and an explanation of the significance of the ratings may be obtained only from S&P. The rating is not a recommendation to buy, sell or hold the Bonds, and there is no assurance that such rating will remain in effect for any given period of time or that they will not be revised downward or withdrawn entirely if, in the judgment of S&P, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The Underwriter has not undertaken responsibility to bring to the attention of the holders of the Bonds any proposed revision or withdrawal of the rating of the Bonds, or to oppose any proposed revision or withdrawal.

UNDERWRITING

_____ (the "Underwriter"), has agreed to purchase the Bonds at a price of $_____ (which includes net bond [premium] [discount] of $_____ and Underwriter's discount of $_____), and to reoffer the Bonds at the prices shown on the inside cover hereof. The initial public offering prices may be changed from time to time by the Underwriter.

There can be no assurance that there will be a secondary market for purchase or sale of the Bonds. Depending upon prevailing market conditions, including the financial condition or market positions of firms which may make the secondary market, evaluation of the Borrower’s capabilities and the financial condition and results of their operations, there may not be a

secondary market for the Bonds from time to time, and investors in the Bonds may be unable to divest themselves of their interests therein.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing, and brokerage services. The Underwriter and its respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Issuer or the Borrower, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and its respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Issuer and the Borrower.

The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Bond Counsel and Disclosure Counsel may, from time-to-time, serve as counsel to the Underwriter on matters unrelated to the issuance of the Bonds.

FINANCIAL ADVISOR TO THE ISSUER

The Issuer has retained Public Resources Advisory Group, Inc., St. Petersburg, Florida, as Financial Advisor in connection with the Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. Public Resources Advisory Group, Inc. is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

CONTINUING DISCLOSURE

In compliance with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, 240.15c2-12) (the "Rule"), the Issuer and the Borrower have each entered into a covenant (a "Continuing Disclosure Agreement") that constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of the Rule. The forms of the Continuing Disclosure Agreements for the Borrower and the Issuer are contained in Appendices A and B hereof.

As noted elsewhere in this Official Statement, the Bonds constitute the thirty-third series of bonds issued by the Issuer. The Issuer's prior bond issues funded loans to various borrowers (the "Prior Borrowers"), in a fashion similar to that described herein with respect to the Bonds. In connection with its prior bond issues, the Issuer and each of the Prior Borrowers entered into continuing disclosure agreements (the "Prior Undertakings") pursuant to the Rule. Pursuant to the Prior Undertakings, the Issuer and each Prior Borrower agreed to provide certain annual financial information on or before certain specified dates after the end of each fiscal year of the Issuer and the respective Prior Borrowers. The Borrower has not entered into a continuing disclosure agreement under the Rule.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 69W-400.003, Rules of Government Securities under Section 517.051(1), Florida Statutes, promulgated by the Florida Department of Financial Services, Office of Financial Regulation, Division of Securities and Finance ("Rule 69W-400.003"), requires the Issuer to disclose each and every default as to the payment of principal and interest with respect to obligations issued or guaranteed by the Issuer after December 31, 1975. Rule 69W-400.003 further provides, however, that if the Issuer, in good faith, believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted.

Except as described below, the Issuer is not, and since December 31, 1975, has not been, in default as to principal of and interest on bonds or other debt obligations. The Borrower has certified that it is not, and since December 31, 1975, has not been, in default as to principal of and interest on bonds or other debt obligations for which either ad valorem or non-ad valorem revenues of the Borrower were pledged.

The Borrower has not undertaken an independent review or investigation of bonds or other debt obligations as to which it has served only as a conduit issuer. To the extent any of bonds or other debt obligations are in default as to principal and/or interest, the obligation of the Borrower thereunder is limited solely to payment from funds received by the party on whose behalf such bonds or other debt obligations were issued, and the Borrower is not obligated to pay the principal of or interest on such bonds or other debt obligations from any funds of the Borrower.

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MISCELLANEOUS

The summaries of and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. So far as any statements made in this Official Statement involve matters of opinion or are estimates, whether or not expressly stated, they are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

FLORIDA MUNICIPAL LOAN COUNCIL

By:_____
Its: Chairman

CITY OF DANIA BEACH, FLORIDA

By:_____
Its: Mayor

APPENDIX A

FORM OF CONTINUING DISCLOSURE AGREEMENT FOR THE BORROWER

This **CONTINUING DISCLOSURE AGREEMENT** dated as of October 1, 2024 (the "Continuing Disclosure Agreement") is executed and delivered by the City of Dania Beach, Florida, a Florida municipality ("Obligated Entity"), and by Florida League of Cities, Inc., a Florida corporation not-for-profit, as Dissemination Agent (the "Dissemination Agent") hereunder. Additional capitalized terms used herein shall have the meanings ascribed thereto in Section 2 hereof.

SECTION 1. Nature of Undertaking. This Continuing Disclosure Agreement constitutes an undertaking by the Obligated Entity under paragraph (b)(5) of the Rule to provide Financial Information and notice of the occurrence of certain events with respect to the Bonds, as provided in paragraph (b)(5)(i)(C) of the Rule, and otherwise to assist the Participating Underwriter in complying with paragraph (b)(5) of the Rule with respect to the Offering of the Bonds. Among other things, the Obligated Entity is hereby undertaking (i) to disseminate an Annual Report not later than the June 30 following the end of each Fiscal Year of the Obligated Entity in accordance with Section 4 hereof, which contains Financial Information with respect to the Obligated Entity, (ii) if an Annual Report does not contain the Audited Financial Statements, to disseminate the Audited Financial Statements in accordance with Section 4 hereof as soon as practicable after they shall have been approved by the Governing Body, (iii) to provide notice in a timely manner, in accordance with Section 6 hereof, of the occurrence of any of the Listed Events related to the Obligated Entity and (iv) to provide notice in a timely manner, in accordance with Section 4(e) hereof, of any failure to disseminate an Annual Report in accordance with the preceding clause (i) of this sentence.

SECTION 2. Definitions. In addition to the definitions set forth above and in the herein-defined Indenture, which shall apply to any capitalized terms used herein, the following capitalized terms shall have the following meanings, unless otherwise defined therein:

"Annual Report" means a document or set of documents which (a) identifies the Obligated Entity; (b) contains (or includes by reference to documents which were filed with the SEC or EMMA prior to the date that the Annual Report containing such reference is provided to the Dissemination Agent in accordance with Section 4 hereof): (i) Financial Information and Operating Data for the Obligated Entity; (ii) Audited Financial Statements if such Audited Financial Statements shall have been approved by the Governing Body at the time the Annual Report is required to be provided to the Dissemination Agent in accordance with Section 4 hereof; and (iii) Unaudited Financial Statements if the Audited Financial Statements shall not have been approved by the Governing Body at the time the Annual Report is required to be provided to the Dissemination Agent in accordance with Section 4 hereof; (c) in the event that the Obligated Entity delivers a Continuing Disclosure Certificate to the Dissemination Agent pursuant to Section 5(b) hereof, contains (in the case of the Annual Report disseminated on or immediately after the date such Continuing Disclosure Certificate is so delivered) a narrative explanation of the reasons for the changes in Financial Information and/or Operating Data set

forth in such Continuing Disclosure Certificate and the effect of the changes on the types of Financial Information and/or Operating Data being provided in such Annual Report; and (d) in the event that the Obligated Entity authorizes a change in the accounting principles by which its Audited Financial Statements are prepared, contains (in the case of the Annual Report disseminated on or immediately after the date of such change) (1) a comparison between the Financial Information prepared on the basis of the new accounting principles which is contained in such Annual Report and the Financial Information prepared on the basis of the former accounting principles which was contained in the previous Annual Report disseminated immediately prior to such Annual Report and (2) a discussion of the differences between such accounting principles and the effect of such change on the presentation of the Financial Information being provided in such Annual Report.

"Annual Report Certificate" means an Annual Report Certificate in the form attached hereto as Exhibit A.

"Annual Report Date" means the June 30 following the end of a Fiscal Year.

"Audited Financial Statements" means the financial statements of the Obligated Entity which have been examined by independent certified public accountants in accordance with generally accepted auditing standards.

"Bondholder" means (i) the registered owner of a Bond and (ii) the beneficial owner of a Bond, as the term "beneficial owner" is used in any agreement with a securities depository for the Bonds and as the term may be modified by an interpretation by the SEC of paragraph (b)(5) of the Rule.

"Bonds" means the $_____* Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series).

"Continuing Disclosure Agreement" means this Continuing Disclosure Agreement, as the same may be supplemented and amended pursuant to Section 8 hereof.

"Continuing Disclosure Certificate" means a Continuing Disclosure Certificate in the form attached hereto as Exhibit B delivered by the Obligated Entity to the Dissemination Agent pursuant to Section 5 hereof.

"Dissemination Agent" means Florida League of Cities, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent which is appointed pursuant to Section 3 hereof or to which the responsibilities of Dissemination Agent under this Continuing Disclosure Agreement shall have been assigned in accordance with Section 9 hereof.

"EMMA" means the Electronic Municipal Market Access System as described in Securities and Exchange Commission Release No. 34-59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule as further described in Sections 4 and 6 hereof.

"Event Notice" means notice of the occurrence of a Listed Event.

"Final Official Statement" means the Final Official Statement prepared in connection with the Offering of the Bonds.

"Financial Information" means financial information related to the Obligated Entity of the types identified in the Continuing Disclosure Certificate most recently delivered by the Obligated Entity to the Dissemination Agent in accordance with Section 5 hereof. The Financial Information (i) shall be prepared for the Fiscal Year immediately preceding the date of the Annual Report containing such Financial Information, and (ii) shall be prepared on the basis of the Audited Financial Statements to be provided to the Dissemination Agent concurrently with the Annual Report, provided that, if the Audited Financial Statements are to be provided to the Dissemination Agent subsequent to the date that the Annual Report is provided to the Dissemination Agent, such Financial Information may be prepared on the basis of the Unaudited Financial Statements.

"Governing Body" shall mean the governing body of the Obligated Entity which shall approve the Audited Financial Statements.

"Indenture" means the Trust Indenture dated of even date herewith by and between Florida Municipal Loan Council, as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Trustee.

["Insurer" shall mean _____, as insurer of the Bonds.]

"Loan Agreement" means the Loan Agreement dated of even date herewith, between the Issuer and the Obligated Entity.

"Listed Events" means any of the events which are set forth in Section 6 hereof.

"MSRB" means the Municipal Securities Rulemaking Board.

"Offering" means the primary offering of the Bonds for sale by the Participating Underwriter.

"Operating Data" means operating data of the types identified in the Continuing Disclosure Certificate most recently delivered by the Obligated Entity to the Dissemination Agent in accordance with Section 5 hereof. The Operating Data shall be prepared for the Fiscal Year immediately preceding the date of the Annual Report containing such Operating Data.

"Participating Underwriter" means _____.

"Rating Agency" means _____, or any successor thereto.

"Rule" means Rule l5c2-l2 adopted by the SEC under the Securities Exchange Act of 1934, as amended, as the Rule may be amended from time to time, or any successor provision thereto.

"SEC" means the Securities and Exchange Commission.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture.

"Unaudited Financial Statements" means unaudited financial statements of the Obligated Entity for any Fiscal Year which have been prepared on a basis substantially consistent with the Audited Financial Statements to be subsequently prepared for such Fiscal Year.

SECTION 3. Appointment of Dissemination Agent: Obligations of Obligated Entity Respecting Undertaking. (a) The Obligated Entity hereby appoints Florida League of Cities, Inc. to act as the initial Dissemination Agent hereunder. Florida League of Cities, Inc. hereby accepts such appointment. The Obligated Entity may, from time to time, appoint a successor Dissemination Agent or discharge any then acting Dissemination Agent, with or without cause. If at any time there shall be no Dissemination Agent appointed and acting hereunder or the then appointed and acting Dissemination Agent shall fail to perform its obligations hereunder, the Obligated Entity shall discharge such obligations until such time as the Obligated Entity shall appoint a successor Dissemination Agent or the then appointed and acting Dissemination Agent shall resume the performance of such obligations.

(b) The Obligated Entity hereby acknowledges that the Obligated Entity is obligated to comply with this Continuing Disclosure Agreement and that the appointment of the Dissemination Agent as agent of the Obligated Entity for the purposes herein provided does not relieve the Obligated Entity of its obligations with respect to this Continuing Disclosure Agreement.

SECTION 4. Annual Financial Information. (a) The Financial Information shall be contained in the Annual Reports and, if provided separately in accordance with Section 5(b) hereof, the Audited Financial Statements which the Obligated Entity is required to deliver to the Dissemination Agent for dissemination in accordance with this Section 4.

(b) The Dissemination Agent shall notify the Obligated Entity of each Annual Report Date and of the Obligated Entity's obligation hereunder not more than 60 and not less than 30 days prior to each Annual Report Date. The Obligated Entity shall provide an Annual Report to the Dissemination Agent, together with an Annual Report Certificate, not later than each Annual Report Date, provided that, if the Annual Report does not include the Audited Financial Statements, the Obligated Entity shall provide the Audited Financial Statements to the Dissemination Agent as soon as practicable after they shall have been approved by the Governing Body.

(c) The Dissemination Agent shall provide the Annual Report and, if received separately in accordance with Section 4(b) hereof, the Annual Financial Statements, to EMMA, the Trustee, the Issuer, the Rating Agency and the Insurer within five (5) Business Days after receipt thereof from the Obligated Entity.

(d) The Dissemination Agent shall provide the Issuer, the Obligated Entity and the Trustee written confirmation that the Annual Report and, if received separately in accordance with Section 4(b) hereof, the Annual Financial Statements, were provided to EMMA in accordance with Section 4(c) hereof.

(e) If the Dissemination Agent shall not have filed the Annual Report by the Annual Report Date, the Dissemination Agent shall so notify the Obligated Entity, EMMA, the Trustee and the Insurer within five (5) Business Days of the Annual Report Date.

SECTION 5. Continuing Disclosure Certificates. (a) The Obligated Entity shall prepare a Continuing Disclosure Certificate in the form attached hereto as Exhibit B in connection with the Offering of the Bonds and shall deliver the same to the Dissemination Agent for dissemination to the Participating Underwriter, Issuer and Trustee.

(b) Prior to the deletion or substitution of any Financial Information and Operating Data in the Continuing Disclosure Certificate from the information listed in Exhibit B hereto, the Obligated Entity will obtain an opinion of nationally recognized disclosure counsel (which may also act as outside counsel to the Obligated Entity) addressed to the Issuer, the Participating Underwriter, the Trustee and the Dissemination Agent, to the effect that said deletion or substitution is permitted by the Rule and the Financial and Operating Data to be provided will comply with the Rule, as in effect on the date of the Offering of the Bonds and taking into account any amendment or interpretation of the Rule by the SEC or any adjudication of the Rule by a final decision of a court of competent jurisdiction which may have occurred subsequent to the execution and delivery of this Continuing Disclosure Agreement. The Dissemination Agent is entitled to rely on such opinion without further investigation.

(c) Notwithstanding Section 5(b) hereof, the Obligated Entity shall not be required to comply with Section 5(b) hereof if such Section shall no longer be deemed to be required in order for this Continuing Disclosure Agreement to comply with the Rule as a result of the adoption, rendering or delivery of (i) an amendment or interpretation of the Rule by the SEC, (ii) an adjudication of the Rule by a final decision of a court of competent jurisdiction or (iii) an opinion of nationally recognized disclosure counsel (which may also act as outside counsel to the Obligated Entity), in each case, to that effect.

(d) Any delivery of a Continuing Disclosure Certificate pursuant to Section 5(a) hereof shall not be deemed to be an amendment to this Continuing Disclosure Agreement and shall not be subject to the provisions of Section 8 hereof.

SECTION 6. Reporting of Listed Events. (a) Pursuant to the provisions of this Section 6, the Obligated Entity shall direct the Dissemination Agent to provide, in the appropriate format required by law or applicable regulation, in a timely manner such that

notice to EMMA can be provided not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events, with respect to the Loan and the Bonds:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit facility providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS form 5701-TEB) or other material notices or determinations with respect to the tax status of the Loan or Bonds, or other material events affecting the tax status of the Loan or Bonds;

(vii) modifications to rights of holders of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of any property securing repayment of the Loan or Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar events of the Obligated Entity (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Obligated Entity in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Entity, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Entity).

(xiii) the consummation of a merger, consolidation, or acquisition involving the Obligated Entity or the sale of all or substantially all of the assets of the Obligated Entity, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) the appointment of a successor or additional trustee or the change of name of the trustee, if material;

(xv) incurrence of a financial obligation of the Obligated Entity, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Entity, any of which affect holders of the Bonds, if material (for purposes of the foregoing and paragraph (xvi) below, "financial obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b));

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Entity, any of which reflect financial difficulties; and

(xvii) in a timely manner, notice of failure to provide annual Financial Information before the date(s) specified in Section 4 hereof.

(b) If the Obligated Entity instructs the Dissemination Agent to provide an Event Notice pursuant to Section 6(a) hereof, the Dissemination Agent shall, within three (3) Business Days thereafter, file an Event of Notice with EMMA, the Trustee, the Rating Agency, the Issuer and the Insurer. The Dissemination Agent shall provide the Obligated Entity, the Issuer and the Trustee written confirmation that such Event Notice was provided to EMMA in accordance with this Section 6(b).

(c) Notwithstanding the foregoing, whenever the Obligated Entity authorizes a change in either its Fiscal Year or the accounting principles by which its Audited Financial Statements are prepared, the Obligated Entity shall provide the Dissemination Agent with written notice of such change and instruct the Dissemination Agent to file a copy of such notice with EMMA, the Issuer, the Insurer, the Rating Agency and the Trustee, and the Dissemination Agent shall, within three (3) Business Days thereafter, file a copy of such notice with EMMA, the Issuer, the Insurer, the Rating Agency and the Trustee. The Dissemination Agent shall provide the Obligated Entity written confirmation that such notice was provided to EMMA in accordance with this Section 6(c).

SECTION 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent (i) the Obligated Entity from disseminating any information or notice of the occurrence of any event using the means of dissemination specified

in this Continuing Disclosure Agreement or other means or (ii) the Obligated Entity from including in an Annual Report any information which shall be in addition to the Financial Information, Operating Data and Audited or Unaudited Financial Statements required by Section 4 hereof to be included in such Annual Report, provided that this Continuing Disclosure Agreement shall not be deemed to require the Obligated Entity to include or update any such additional information in any subsequently prepared Annual Report.

SECTION 8. Amendments: Waivers. This Continuing Disclosure Agreement may be amended, and any provision hereof may be waived, by the parties hereto if prior to the effective date of any such amendment or waiver, the Obligated Entity delivers to the Dissemination Agent, the Issuer and the Trustee an opinion of nationally recognized disclosure counsel (which may also act as outside counsel to the Obligated Entity), to the effect that the amendment is permitted under the Rule and that this Continuing Disclosure Agreement (taking into account such amendment or waiver) complies with the Rule, as in effect on the date of the Offering of Bonds or after the execution and delivery of this Continuing Disclosure Agreement, taking into account any amendment or interpretation of the Rule by the SEC or any adjudication of the Rule by a final decision of a court of competent jurisdiction which may have occurred subsequent to the execution and delivery of this Continuing Disclosure Agreement. The Dissemination Agent shall notify EMMA of any such amendment and shall provide EMMA with a copy of any such amendment.

SECTION 9. Assignment. The Obligated Entity may not assign its obligations under this Continuing Disclosure Agreement. The Dissemination Agent may assign its rights and responsibilities hereunder to a third party with the consent of the Obligated Entity, which shall not be unreasonably withheld.

SECTION 10. Compensation of the Dissemination Agent. As compensation to the Dissemination Agent for its services pursuant to this Continuing Disclosure Agreement, the Obligated Entity agrees to pay all fees and all expenses of the Dissemination Agent including, without limitation, all reasonable expenses, charges, costs and other disbursements in the administration and performance of its duties hereunder, and shall to the extent permitted by law indemnify and save the Dissemination Agent and its officers, directors, attorneys, agents and employees harmless from and against any costs, expenses, damages or other liabilities (including attorneys' fees) which it (or they) may incur in the exercise of its (or their) powers and duties hereunder, except with respect to its (or their) willful misconduct or gross negligence. Nothing contained herein is intended to be nor shall it be construed as a waiver of any immunity from or limitation of liability that the Obligated Entity may be entitled to pursuant to the Doctrine of Sovereign Immunity or Section 768.28, Florida Statutes. Notwithstanding anything to the contrary contained herein, the obligations of the Obligated Entity hereunder shall be limited obligations payable solely from the sources provided under Section 2.02(a) of the Loan Agreement.

SECTION 11. Concerning the Dissemination Agent and the Obligated Entity. (a) The Dissemination Agent is not answerable for the exercise of any discretion or power under this Continuing Disclosure Agreement or for anything whatever in connection herewith, except only its own willful misconduct or gross negligence. The Dissemination Agent shall have no liability

to the Bondholders or any other person with respect to the undertakings described in Section 1 hereof except as expressly set forth in this Continuing Disclosure Agreement regarding its own willful misconduct or gross negligence.

(b) The Dissemination Agent has no responsibility or liability hereunder for determining compliance for any information submitted hereunder with any law, rule or regulation or the terms of this agreement. The Dissemination Agent shall have no responsibility for disseminating information not delivered to it or giving notice of non-delivery except as specifically required hereunder.

(c) The parties to this Continuing Disclosure Agreement acknowledge and agree that the Obligated Entity assumes no obligations hereunder other than those specifically assumed by the Obligated Entity herein.

SECTION 12. Termination of this Continuing Disclosure Agreement. This Continuing Disclosure Agreement shall terminate at such time as the Loan Agreement terminates.

SECTION 13. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the Obligated Entity, the Dissemination Agent, the Trustee, the Issuer, the Insurer, the Participating Underwriter and the Bondholders. This Continuing Disclosure Agreement shall not be deemed to inure to the benefit of or grant any rights to any party other than the parties specified in the preceding sentence.

SECTION 14. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION 15. Governing Law. This Continuing Disclosure Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Obligated Entity and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed and delivered as of the date first written above.

CITY OF DANIA BEACH, FLORIDA, as Obligated Entity

By: _____
Its: Mayor

FLORIDA LEAGUE OF CITIES, INC.,
as Dissemination Agent

By: _____
Its: _____

EXHIBIT A

Form of Annual Report Certificate

The undersigned duly appointed and acting Mayor of the City of Dania Beach, Florida a Florida municipality, as Borrower under the Continuing Disclosure Agreement (hereinafter described) (the "Borrower"), hereby certifies on behalf of the Borrower pursuant to the Continuing Disclosure Agreement dated as of October 1, 2024 (the "Continuing Disclosure Agreement") executed and delivered by the Borrower and accepted by Florida League of Cities, Inc., as Dissemination Agent (the "Dissemination Agent"), as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Continuing Disclosure Agreement.

2. Annual Report. Accompanying this Annual Report Certificate is the Annual Report for the Fiscal Year ended _____.

3. Compliance with Continuing Disclosure Agreement. The Annual Report is being delivered to the Dissemination Agent herewith not later than June 30 following the end of the Fiscal Year to which the Annual Report relates. The Annual Report contains, or includes by reference, Financial Information and Operating Data of the types identified in the Continuing Disclosure Certificate most recently delivered to the Dissemination Agent pursuant to Section 5 of the Continuing Disclosure Agreement. To the extent any such Financial Information or Operating Data is included in the Annual Report by reference, any document so referred to has been previously provided to EMMA or filed with the SEC.

Such Financial Information and Operating Data have been prepared on the basis of the [Audited/Unaudited] Financial Statements. [Such Audited Financial Statements are included as part of the Annual Report.] [Because the Audited Financial Statements have not been approved by the Governing Body as of the date hereof, the Unaudited Financial Statements have been included as part of the Annual Report. The Unaudited Financial Statements have been prepared on a basis substantially consistent with such Audited Financial Statements. The Borrower shall deliver such Audited Financial Statements to the Dissemination Agent as soon as practicable after they have been approved by the Governing Body.]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Annual Report Certificate to the Dissemination Agent, which has received such certificate and the Annual Report, all as of the day of the ___ day of _____, _____.

City of Dania Beach, Florida, as Borrower

By:_____
Its: Mayor

Acknowledgment of Receipt:

Florida League of Cities, Inc.
as Dissemination Agent

By: _____
Its: _____

EXHIBIT B

Form of Section 5(a) Continuing Disclosure Certificate

Florida League of Cities, Inc.
301 Bronough Street, Suite 300
Tallahassee, Florida 32301

The undersigned duly authorized signatory of the City of Dania Beach, Florida (the "Borrower") hereby certifies on behalf of the Borrower pursuant to the Continuing Disclosure Agreement dated as of October 1, 2024 (the "Continuing Disclosure Agreement") executed and delivered by the Borrower and accepted by Florida League of Cities, Inc., as Dissemination Agent (the "Dissemination Agent"), as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Continuing Disclosure Agreement.

2. Purpose. The Borrower is delivering this Continuing Disclosure Certificate to the Dissemination Agent pursuant to Section 5(a) of the Continuing Disclosure Agreement.

3. Financial. Information and Operating Data Included in Final Official Statement. The following types of Financial Information and Operating Data were included in the Final Official Statement for the Bonds and are to be included in the Annual Report:

(a)	Financial Information:	City of Dania Beach Non-Ad Valorem Revenue Anti-Dilution Test City of Dania Beach Historical Non-Ad Valorem Revenues
(b)	Operating Data:	None

4. Annual Report. Until such time as the Borrower delivers a revised Continuing Disclosure Certificate and an opinion of disclosure counsel to the Dissemination Agent pursuant to Section 5 of the Continuing Disclosure Agreement, the Financial Information and Operating Data of the types identified in paragraph 3 of this certificate shall be included in the Annual Reports delivered by the Dissemination Agent pursuant to Section 4 of the Continuing Disclosure Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Continuing Disclosure Certificate to the Dissemination Agent, which has received the same, all as of the ___ day of _____, _____.

City of Dania Beach, Florida, as Borrower

By:_____
Its: Mayor

Acknowledgment of Receipt:

Florida League of Cities, Inc., as
Dissemination Agent

By: _____
Its: _____

APPENDIX B

FORM OF CONTINUING DISCLOSURE AGREEMENT FOR THE ISSUER

This **CONTINUING DISCLOSURE AGREEMENT** dated as of October 1, 2024 (the "Continuing Disclosure Agreement") is executed and delivered by the Florida Municipal Loan Council ("Issuer"), and by Florida League of Cities, Inc., a Florida corporation not-for-profit, as Dissemination Agent (the "Dissemination Agent") hereunder. Additional capitalized terms used herein shall have the meanings ascribed thereto in Section 2 hereof.

SECTION 1. Nature of Undertaking. This Continuing Disclosure Agreement constitutes an undertaking by the Issuer under paragraph (b)(5) of the Rule to provide Annual Financial Information and notice of the occurrence of certain events with respect to the Bonds, as provided in paragraph (b)(5)(i)(C) of the Rule, and otherwise to assist the Participating Underwriter in complying with paragraph (b)(5) of the Rule with respect to the Offering of the Bonds. Among other things, the Issuer is hereby undertaking (i) to disseminate an Annual Report not later than the June 30 following the end of each Fiscal Year of the Issuer in accordance with Section 4 hereof, which contains Annual Financial Information with respect to the Issuer, (ii) if an Annual Report does not contain the Audited Financial Statements, to disseminate the Audited Financial Statements in accordance with Section 4 hereof as soon as practicable after they shall have been approved by the Governing Body, (iii) to provide notice in a timely manner, in accordance with Section 6 hereof, of the occurrence of any of the Listed Events related to the Issuer and (iv) to provide notice in a timely manner, in accordance with Section 4(e) hereof, of any failure to disseminate an Annual Report in accordance with the preceding clause (i) of this sentence.

SECTION 2. Definitions. In addition to the definitions set forth above and in the herein-defined Indenture, which shall apply to any capitalized terms used herein, the following capitalized terms shall have the following meanings, unless otherwise defined therein:

"Annual Report" means a document or set of documents which (a) identifies the Issuer; (b) contains (or includes by reference to documents which were filed with the SEC or with EMMA prior to the date that the Annual Report containing such reference is provided to the Dissemination Agent in accordance with Section 4 hereof): (i) Financial Information and Operating Data for the Issuer; (ii) Audited Financial Statements if such Audited Financial Statements shall have been approved by the Governing Body at the time the Annual Report is required to be provided to the Dissemination Agent in accordance with Section 4 hereof; and (iii) Unaudited Financial Statements if the Audited Financial Statements shall not have been approved by the Governing Body at the time the Annual Report is required to be provided to the Dissemination Agent in accordance with Section 4 hereof; (c) in the event that the Issuer delivers a Continuing Disclosure Certificate to the Dissemination Agent pursuant to Section 5(b) hereof, contains (in the case of the Annual Report disseminated on or immediately after the date such Continuing Disclosure Certificate is so delivered) a narrative explanation of the reasons for the changes in Financial Information and/or Operating Data set forth in such Continuing Disclosure Certificate and the effect of the changes on the types of Financial Information and/or Operating

Data being provided in such Annual Report; and (d) in the event that the Issuer authorizes a change in the accounting principles by which its Audited Financial Statements are prepared, contains (in the case of the Annual Report disseminated on or immediately after the date of such change) (1) a comparison between the Financial Information prepared on the basis of the new accounting principles which is contained in such Annual Report and the Financial Information prepared on the basis of the former accounting principles which was contained in the previous Annual Report disseminated immediately prior to such Annual Report and (2) a discussion of the differences between such accounting principles and the effect of such change on the presentation of the Financial Information being provided in such Annual Report.

"Annual Report Date" means the June 30 following the end of a Fiscal Year.

"Audited Financial Statements" means the financial statements of the Issuer which have been examined by independent certified public accountants in accordance with generally accepted auditing standards.

"Bondholder" means (i) the registered owner of a Bond and (ii) the beneficial owner of a Bond, as the term "beneficial owner" is used in any agreement with a securities depository for the Bonds and as the term may be modified by an interpretation by the SEC of paragraph (b)(5) of the Rule.

"Bonds" means the $_____* Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series).

"Continuing Disclosure Agreement" means this Continuing Disclosure Agreement, as the same may be supplemented and amended pursuant to Section 8 hereof.

"Continuing Disclosure Certificate" means a Continuing Disclosure Certificate in the form attached hereto as Exhibit A delivered by the Issuer to the Dissemination Agent pursuant to Section 5 hereof.

"Dissemination Agent" means Florida League of Cities, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent which is appointed pursuant to Section 3 hereof or to which the responsibilities of Dissemination Agent under this Continuing Disclosure Agreement shall have been assigned in accordance with Section 9 hereof.

"EMMA" means the Electronic Municipal Market Access System as described in Securities and Exchange Commission Release No. 34-59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule as further described in Sections 4 and 6 hereof.

"Event Notice" means notice of the occurrence of a Listed Event.

"Final Official Statement" means the Final Official Statement prepared in connection with the Offering of the Bonds.

"Financial Information" means financial information related to the Issuer of the types identified in the Continuing Disclosure Certificate most recently delivered by the Issuer to the Dissemination Agent in accordance with Section 5 hereof. The Financial Information (i) shall be prepared for the Fiscal Year immediately preceding the date of the Annual Report containing such Financial Information, and (ii) shall be prepared on the basis of the Audited Financial Statements to be provided to the Dissemination Agent concurrently with the Annual Report, provided that, if the Audited Financial Statements are to be provided to the Dissemination Agent subsequent to the date that the Annual Report is provided to the Dissemination Agent, such Financial Information may be prepared on the basis of the Unaudited Financial Statements.

"Governing Body" shall mean the governing body of the Issuer which shall approve the Audited Financial Statements.

"Indenture" means the Trust Indenture dated of even date herewith, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee.

["Insurer" means _____.]

"Issuer" means Florida Municipal Loan Council.

"Listed Events" means any of the events which are set forth in Section 6 hereof.

"MSRB" means the Municipal Securities Rulemaking Board.

"Offering" means the primary offering of the Bonds for sale by the Participating Underwriter.

"Operating Data" means operating data of the types identified in the Continuing Disclosure Certificate most recently delivered by the Issuer to the Dissemination Agent in accordance with Section 5 hereof. The Operating Data shall be prepared for the Fiscal Year immediately preceding the date of the Annual Report containing such Operating Data.

"Participating Underwriter" means _____.

"Rating Agency" means _____, or any successor thereto.

"Rule" means Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as amended, as the Rule may be amended from time to time, or any successor provision thereto.

"SEC" means the Securities and Exchange Commission.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture.

"Unaudited Financial Statements" means unaudited financial statements of the Issuer for any Fiscal Year which have been prepared on a basis substantially consistent with the Audited Financial Statements to be subsequently prepared for such Fiscal Year.

SECTION 3. Appointment of Dissemination Agent: Obligations of Issuer Respecting Undertaking. (a) The Issuer hereby appoints Florida League of Cities, Inc. to act as the initial Dissemination Agent hereunder. Florida League of Cities, Inc. hereby accepts such appointment. The Issuer may, from time to time, appoint a successor Dissemination Agent or discharge any then acting Dissemination Agent, with or without cause. If at any time there shall be no Dissemination Agent appointed and acting hereunder or the then appointed and acting Dissemination Agent shall fail to perform its obligations hereunder, the Issuer shall discharge such obligations until such time as the Issuer shall appoint a successor Dissemination Agent or the then appointed and acting Dissemination Agent shall resume the performance of such obligations.

(b) The Issuer hereby acknowledges that the Issuer is obligated to comply with this Continuing Disclosure Agreement and that the appointment of the Dissemination Agent as agent of the Issuer for the purposes herein provided does not relieve the Issuer of its obligations with respect to this Continuing Disclosure Agreement.

SECTION 4. Annual Financial Information. (a) The Financial Information shall be contained in the Annual Reports and, if provided separately in accordance with Section 5(b) hereof, the Audited Financial Statements which the Issuer is required to deliver to the Dissemination Agent for dissemination in accordance with this Section 4.

(b) The Dissemination Agent shall notify the Issuer of each Annual Report Date and of the Issuer's obligation hereunder not more than 60 and not less than 30 days prior to each Annual Report Date. The Issuer shall provide an Annual Report to the Dissemination Agent not later than each Annual Report Date, provided that, if the Annual Report does not include the Audited Financial Statements, the Issuer shall provide the Audited Financial Statements to the Dissemination Agent as soon as practicable after they shall have been approved by the Governing Body.

(c) The Dissemination Agent shall provide the Annual Report and, if received separately in accordance with Section 4(b) hereof, the Annual Financial Statements, to EMMA, the Trustee, the Rating Agency and the Insurer within five (5) Business Days after receipt thereof from the Issuer.

(d) The Dissemination Agent shall provide the Issuer and the Trustee written confirmation that the Annual Report and, if received separately in accordance with Section 4(b) hereof, the Annual Financial Statements, were provided to EMMA in accordance with Section 4(c) hereof.

(e) If the Dissemination Agent shall not have filed the Annual Report by the Annual Report Date, the Dissemination Agent shall so notify EMMA, the Trustee and the Insurer within five (5) Business Days of the Annual Report Date.

SECTION 5. Continuing Disclosure Certificates. (a) The Issuer shall prepare a Continuing Disclosure Certificate in the form attached hereto as Exhibit A in connection with the Offering of the Bonds and shall deliver the same to the Dissemination Agent for dissemination to the Participating Underwriter and Trustee.

(b) Prior to the deletion or substitution of any Financial Information and Operating Data in the Continuing Disclosure Certificate from the information listed in Exhibit A hereto, the Issuer will obtain an opinion of nationally recognized disclosure counsel (which may also act as outside counsel to the Issuer) addressed to the Issuer, the Participating Underwriter, the Trustee and the Dissemination Agent, to the effect that said deletion or substitution is permitted by the Rule and the Financial Information and Operating Data to be provided will comply with the Rule, as in effect on the date of the Offering of the Bonds and taking into account any amendment or interpretation of the Rule by the SEC or any adjudication of the Rule by a final decision of a court of competent jurisdiction which may have occurred subsequent to the execution and delivery of this Continuing Disclosure Agreement. The Dissemination Agent is entitled to rely on such opinion without further investigation.

(c) Notwithstanding Section 5(b) hereof, the Issuer shall not be required to comply with Section 5(b) hereof if such Section shall no longer be deemed to be required in order for this Continuing Disclosure Agreement to comply with the Rule as a result of the adoption, rendering or delivery of (i) an amendment or interpretation of the Rule by the SEC, (ii) an adjudication of the Rule by a final decision of a court of competent jurisdiction or (iii) an opinion of nationally recognized disclosure counsel (which may also act as outside counsel to the Issuer), in each case, to that effect.

(d) Any delivery of a Continuing Disclosure Certificate pursuant to Section 5(b) hereof shall not be deemed to be an amendment to this Continuing Disclosure Agreement and shall not be subject to the provisions of Section 8 hereof.

SECTION 6. Reporting of Listed Events. (a) Pursuant to the provisions of this Section 6, the Issuer shall direct the Dissemination Agent to provide, in the appropriate format required by law or applicable regulation, in a timely manner such that notice to EMMA can be provided not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events, with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit facility providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of holders of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of any property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar events of the Issuer (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer).

(xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) the appointment of a successor or additional trustee or the change of name of the trustee, if material;

(xv) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect holders of the Bonds, if material (for purposes of the

foregoing and paragraph (xvi) below, "financial obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b));

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties; and

(xvii) in a timely manner, notice of failure to provide annual Financial Information before the date(s) specified in Section 4 hereof.

(b) If the Issuer instructs the Dissemination Agent to provide an Event Notice pursuant to Section 6(a) hereof, the Dissemination Agent shall, within three (3) Business Days thereafter, file an Event Notice with EMMA, the Trustee, the Rating Agency and the Insurer. The Dissemination Agent shall provide the Issuer and the Trustee written confirmation that such Event Notice was provided to EMMA in accordance with this Section 6(b).

(c) Notwithstanding the foregoing, whenever the Issuer authorizes a change in either its Fiscal Year or the accounting principles by which its Audited Financial Statements are prepared, the Issuer shall provide the Dissemination Agent with written notice of such change and instruct the Dissemination Agent to file a copy of such notice with EMMA, the Insurer, the Rating Agency and the Trustee, and the Dissemination Agent shall, within three (3) Business Days thereafter, file a copy of such notice with EMMA, the Insurer, the Rating Agency and the Trustee. The Dissemination Agent shall provide the Issuer written confirmation that such notice was provided to EMMA in accordance with this Section 6(c).

SECTION 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent (i) the Issuer from disseminating any information or notice of the occurrence of any event using the means of dissemination specified in this Continuing Disclosure Agreement or other means or (ii) the Issuer from including in an Annual Report any information which shall be in addition to the Financial Information, Operating Data and Audited or Unaudited Financial Statements required by Section 4 hereof to be included in such Annual Report, provided that this Continuing Disclosure Agreement shall not be deemed to require the Issuer to include or update any such additional information in any subsequently prepared Annual Report.

SECTION 8. Amendments: Waivers. This Continuing Disclosure Agreement may be amended, and any provision hereof may be waived, by the parties hereto if prior to the effective date of any such amendment or waiver, the Issuer delivers to the Dissemination Agent and the Trustee an opinion of nationally recognized disclosure counsel (which may also act as outside counsel to one or more members of the Issuer), to the effect that the amendment is permitted under the Rule and that this Continuing Disclosure Agreement (taking into account such amendment or waiver) complies with the Rule, as in effect on the date of the Offering of Bonds

or after the execution and delivery of this Continuing Disclosure Agreement, taking into account any amendment or interpretation of the Rule by the SEC or any adjudication of the Rule by a final decision of a court of competent jurisdiction which may have occurred subsequent to the execution and delivery of this Continuing Disclosure Agreement. The Dissemination Agent shall notify EMMA of any such amendment and shall provide EMMA with a copy of any such amendment.

SECTION 9. Assignment. The Issuer may not assign its obligations under this Continuing Disclosure Agreement. The Dissemination Agent may assign its rights and responsibilities hereunder to a third party with the consent of the Issuer, which shall not be unreasonably withheld.

SECTION 10. Compensation of the Dissemination Agent. As compensation to the Dissemination Agent for its services pursuant to this Continuing Disclosure Agreement, the Issuer agrees to pay all fees and all expenses of the Dissemination Agent including, without limitation, all reasonable expenses, charges, costs and other disbursements in the administration and performance of its duties hereunder, and shall to the extent permitted by law indemnify and save the Dissemination Agent and its officers, directors, attorneys, agents and employees harmless from and against any costs, expenses, damages or other liabilities (including attorneys' fees) which it (or they) may incur in the exercise of its (or their) powers and duties hereunder, except with respect to its (or their) willful misconduct or gross negligence.

SECTION 11. Concerning the Dissemination Agent and the Issuer. (a) The Dissemination Agent is not answerable for the exercise of any discretion or power under this Continuing Disclosure Agreement or for anything whatever in connection herewith, except only its own willful misconduct or gross negligence. The Dissemination Agent shall have no liability to the Bondholders or any other person with respect to the undertakings described in Section 1 hereof except as expressly set forth in this Continuing Disclosure Agreement regarding its own willful misconduct or gross negligence.

(b) The Dissemination Agent has no responsibility or liability hereunder for determining compliance for any information submitted hereunder with any law, rule or regulation or the terms of this agreement. The Dissemination Agent shall have no responsibility for disseminating information not delivered to it or giving notice of non-delivery except as specifically required hereunder; and

(c) The parties to this Continuing Disclosure Agreement acknowledge and agree that the Issuer assumes no obligations hereunder other than those specifically assumed by the Issuer herein.

SECTION 12. Termination of this Continuing Disclosure Agreement. This Continuing Disclosure Agreement shall terminate at such time as the Bonds are no longer outstanding.

SECTION 13. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the Dissemination Agent, the Trustee, the Issuer, the Insurer, the Participating

Underwriter and the Bondholders. This Continuing Disclosure Agreement shall not be deemed to inure to the benefit of or grant any rights to any party other than the parties specified in the preceding sentence.

SECTION 14. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION 15. Governing Law. This Continuing Disclosure Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Issuer and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed and delivered as of the date first written above.

FLORIDA MUNICIPAL LOAN COUNCIL,
as Issuer

By: _____
Its: Chairman

FLORIDA LEAGUE OF CITIES, INC.,
as Dissemination Agent

By: _____
Its: Executive Director/CEO

EXHIBIT A

Form of Section 5(a) Continuing Disclosure Certificate

Florida League of Cities, Inc.
Tallahassee, Florida

The undersigned duly appointed and acting Chairman of Florida Municipal Loan Council (the "Issuer") hereby certifies on behalf of the Issuer pursuant to the Continuing Disclosure Agreement dated as of October 1, 2024 (the "Continuing Disclosure Agreement") executed and delivered by the Issuer and accepted by Florida League of Cities, Inc., as Dissemination Agent (the "Dissemination Agent"), as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Continuing Disclosure Agreement.

2. Purpose, The Issuer is delivering this Continuing Disclosure Certificate to the Dissemination Agent pursuant to Section 5(a) of the Continuing Disclosure Agreement.

3. Written Undertaking. On behalf of the Issuer, the Issuer hereby designates the Continuing Disclosure Agreement to be the written undertaking under paragraph (b)(5) of the Rule with respect to the $_____* Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2024C (City of Dania Beach Series).

4. Financial Information and Operating Data Included in Final Official Statement. The following types of Financial Information and Operating Data were included in the Final Official Statement for the Bonds and are to be included in the Annual Report:

(a) Financial Information None

(b) Operating Data None

5. Annual Report. Until such time as the Issuer delivers a revised Continuing Disclosure Certificate and an opinion of disclosure counsel to the Dissemination Agent pursuant to Section 5 of the Continuing Disclosure Agreement, the Financial Information and Operating Data of the types identified in paragraph 4 of this certificate shall be included in the Annual Reports delivered by the Dissemination Agent pursuant to Section 4 of the Continuing Disclosure Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Continuing Disclosure Certificate to the Dissemination Agent, which has received the same, all as of the ____ day of _____, 2024.

FLORIDA MUNICIPAL LOAN COUNCIL,
as Issuer

By: _____
Its: Chairman

Acknowledgment of Receipt:

FLORIDA LEAGUE OF CITIES, INC.,
as Dissemination Agent

By: _____
Its: Executive Director/CEO

APPENDIX C

FORM OF THE INDENTURE

APPENDIX D

FORM OF THE LOAN AGREEMENT

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

APPENDIX F

FINANCIAL INFORMATION REGARDING THE CITY OF DANIA BEACH, FLORIDA

City of Dania Beach
Finance Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: A Resolution authorizing the assignment of the audit services agreement from Keefe McCullough to Citrin Cooperman & Company, LLC

Request:
Approve a Resolution authorizing the assignment of the audit services agreement from Keefe McCullough to Citrin Cooperman & Company, LLC

Background:
On November 9, 2021, the City adopted Resolution No. 2021-177 authorizing the execution of an agreement with Keefe McCullough (KMC) for auditing services for fiscal years 2021 through 2025, with three (3) optional one year renewal terms.

Effective February 1, 2024, Citrin Cooperman & Company, LLP (Citrin) acquired the attest assets of KMC, which includes the City's audit engagement agreement and related services. The City must execute a letter of assignment, which authorizes the assignment of the City's agreement with KMC to Citrin.

The Resolution authorizes the assignment of the agreement and futher authorizes the proper City officials to execute a Letter of Assignment.

Budgetary Impact
None.

Recommendation
Approve the Resolution authorizing the assignment of the audit services agreement from Keefe McCullough to Citrin Cooperman & Company, LLC.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ASSIGNMENT OF AGREEMENTS PURSUANT TO CITY RESOLUTION NO. 2021-177 FOR PROFESSIONAL AUDITING SERVICES FROM KEEFE MCCULLOUGH TO CITRIN COOPERMAN & COMPANY, LLP AND AUTHORIZING EXECUTION OF A LETTER OF ASSIGNMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2021, the City adopted Resolution No. 2021-177 authorizing the execution of an agreement with Keefe McCullough (KMC) for the audit of fiscal years 2021 through 2025, with three (3) optional one year renewal terms; and

WHEREAS, effective February 1, 2024, Citrin Cooperman & Company, LLP (Citrin) acquired the attest assets of KMC, which includes the City's audit engagement agreement and related services; and

WHEREAS, the City Administration recommends that the City Commission authorize assignment of the City's agreement with KMC to Citrin.

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

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

Section 2. That the City Commission authorizes the assignment of the agreement for professional auditing services from KMC to Citrin and authorizes the proper City officials to execute a Letter of Assignment, which Letter is attached as Exhibit "A", and has been made a part of and incorporated into this Resolution by this reference.

Section 3. That there is no budgetary impact caused by the assignment of agreement to Citrin.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

CITRINCOOPERMAN®

Citrin Cooperman & Company, LLP
Certified Public Accountants

6550 N Federal Hwy, 4th Floor
Fort Lauderdale, FL 33308
T : 954.771.0896 **F** 954.938.9353
citrincooperman.com

July 31, 2024

Ms. Ana M. Garcia, ICMA-CM
City Manager
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

Dear Ms. Garcia:

Re: Citrin Cooperman & Company, LLP

This letter is a request for the assignment of the contracts listed below between the City of Dania Beach and Keefe, McCullough & Co., LLP (KMC) to Citrin Cooperman & Company, LLP, as the acquirer of the attest assets of KMC.

"Citrin Cooperman" is the brand name under which Citrin Cooperman Advisors LLC and Citrin Cooperman & Company, LLP, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. Citrin Cooperman & Company, LLP (CCC) is a licensed independent CPA firm that provides attest services, and Citrin Cooperman Advisors LLC (CCA) and its subsidiary entities provide tax, advisory, and business consulting services. Citrin Cooperman Advisors LLC and its subsidiary entities are not licensed CPA firms. Citrin Cooperman & Company, LLP is not a subsidiary of Citrin Cooperman Advisors LLC.

Citrin Cooperman is currently the 18th largest accounting firm in the United States and is headquartered 50 Rockefeller Plaza, New York, New York 10020. The firm provides a variety of attest, tax, and advisory services through it nearly 3,000 partners and professionals in the United States and India.

Complete information about Citrin Cooperman may be found at citrincooperman.com.

On February 1, 2024, CCC acquired the attest assets of KMC through an Attest Asset Purchase Agreement. The purpose of the asset acquisition was to provide CCC with an opportunity to continue to provide attest services to the KMC clients. The partners and professionals of KMC became partners and professionals of CCA on that date and provide attest services through a management services agreement between CCA and CCC A copy of the Attest Asset Purchase Agreement is provided with redactions to portions of the agreement that are highly confidential.

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & Company, LLP and Citrin Cooperman Advisors LLC are independent member firms of the Moore North America, Inc. (MNA) Association, which is itself a regional member of Moore Global Network Limited (MGNL). All the firms associated with MNA are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.

In addition, an organization chart for CCA is attached to outline the structure of Citrin Cooperman as well as a Certificate of Insurance for CCC.

The partners and professionals of KMC represent the Fort Lauderdale office of CCC and will continue to serve their existing clients without disruption to services. Marc Grace will continue to serve as the engagement partner for the City of Dania Beach with professionals that comprise the Fort Lauderdale office.

In order to ensure that attest services are not disrupted to the City of Dania Beach, we respectfully request that the contract under Resolution No. 2021-177 be assigned to CCC:

If you agree to the assignment of the contract, please sign and date in the space provided below.

We sincerely appreciate the opportunity to introduce you to CCC and continue to provide City of Dania Beach with the highest quality service that you have come to expect from KMC.

CITRIN COOPERMAN & COMPANY, LLP

By: _____
Name: Marc Grace
Title: Partner

CITY OF DANIA BEACH

By: _____
Name: Ana M. Garcia
Title: City Manager

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & Company, LLP and Citrin Cooperman Advisors LLC are independent member firms of the Moore North America, Inc. (MNA) Association, which is itself a regional member of Moore Global Network Limited (MGNL). All the firms associated with MNA are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.

City of Dania Beach
Finance Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: A Resolution amending the schedule of deposit rates for establishing Water and Sewer services in accordance with City Code Section 27-24

Request:
The Finance Department requests approval of a Resolution amending the schedule of deposit rates for establishing Water and Sewer services in accordance with City Code Section 27-24.

Background:
Currently, opening a water account with the City requires customers to physically visit City Hall to undergo a credit check. This process is cumbersome and demands the handling of sensitive information, including Social Security numbers. Additionally, customers must provide a notarized lease agreement. This practice places an undue burden on customers and is unique to our City within Broward County, as other cities do not impose such requirements.

Current Issues

1. **Customer Inconvenience**: The requirement for an in-person visit for credit checks and notarized documents creates significant inconvenience for customers.

2. **Administrative Burden**: City staff must handle sensitive personal information and manage the additional paperwork, including notarized documents.

3. **Lack of Online Accessibility**: The current process prevents customers from establishing a water account online, limiting convenience and efficiency.

4. **Outdated Practice:** The requirement for both a credit check and a notarized lease agreement is outdated and not in line with modern, digital practices.

Proposed Change

Objective: Streamline the account setup process by eliminating the credit check and allowing customers to establish water accounts online.

1. **Online Portal Implementation:** Develop an online portal where customers can sign up for

residential or commercial water accounts.

2**. Deposit Payment:** Customers will pay a new, standardized deposit based on the size of the meter they require. This deposit will be payable through the online portal.

3. **Removal of Credit Check:** By eliminating the credit check, we remove the need for in-person visits and reduce the handling of sensitive information like Social Security numbers.

4. **Deposit Structure:** Implement a new deposit structure based on meter size. This standardized deposit will simplify the process and ensure transparency for customers.

5. **Notarized Lease Agreement**: Eliminate notarization requirement for verifying residency and lease agreements to further streamline the process. A signed lease between the tenant and owner will be considered adequate proof of residency.

Benefits

1. **Enhanced Customer Experience**:
Convenience: Customers can set up their accounts and pay deposits online, eliminating the need for physical visits and lengthy paperwork.
Accessibility: The online system will be accessible 24/7, allowing customers to manage their accounts at their convenience.

2. **Reduced Administrative Burden:** Staff will handle fewer in-person visits and sensitive information, allowing for a more efficient workflow and reduced risk of data mishandling.

3. **Modernized Process**: The change aligns with modern practices in customer service and administrative efficiency, bringing our city in line with broader trends.

Implementation Plan

1. Create and test the online portal with a focus on user experience and security.
2. Train City staff on the new process and system to ensure smooth transition and customer support.
3. Inform existing and new customers about the new process, including how to use the online portal and what changes to expect.
4. Roll out the new system and deposit structure, monitor for any issues, and adjust as necessary.

Eliminating the credit check and transitioning to an online account setup process will enhance customer convenience, reduce administrative burdens, and modernize our procedures. This change aligns with the City's R.I.S.E. standards by utilizing contemporary practices to promote efficiency and customer service excellence.

The attached Resolution standardizes the schedule of deposit rates for establishing Water and Sewer services, thereby, eliminating the need for a credit check.

Budgetary Impact
There is no budgetary impact of the recommended new deposit schedule.

Recommendation
Approve the Resolution amending the schedule of deposit rates for establishing Water and Sewer

services in accordance with City Code Section 27-24.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO SET DEPOSIT RATES FOR ESTABLISHING WATER AND SEWER SERVICES IN ACCORDANCE WITH CITY CODE SECTION 27-24 ENTITLED "WATER AND SEWERS: DEPOSITS TO SECURE PAYMENT"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, applicants for water and sewer services are required to pay a deposit for furnishing service to the premises, and such deposits shall serve to guarantee the payment of all water and sanitary sewer service furnished to the premises by the City; and

WHEREAS, the Finance Department proposes new standardized rates of deposit, no longer based upon customer credit checks, to bring these rates into line with other similar utilities within Broward County; and

WHEREAS, the amended schedule of deposits, which has been incorporated into this Resolution by this reference as Exhibit "A", provides for a tiered schedule of deposits based on the size of the meter and whether the use is residential or commercial; and

WHEREAS, the City Administration recommends that the City Commission adopt the amended schedule of deposits in accordance with City Code Section 27-24(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 proper City officials are authorized to amend the schedule of deposits attached to this resolution as Exhibit "A".

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

Section 4. That this Resolution shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

Exhibit A

Current process
Residential

Credit Check Results	Current Utility Deposit
Green	$50.00
Yellow	$100.00
Red	$180.00

Multi-Family accounts with meters 2" or more are currently being chagred by commercial w sewer.

NEW RATES
Residential

Proposing New Utility Deposit
$150.00

Multi -Family
$150 per unit

Commercial

Commercial W/Sewer Current	Meter Size	Green	Yellow	Red	Eliminate Credit Check Process
	5/8"	$ 75.00	$ 150.00	$ 225.00	$ 275.00
	1"	$ 130.00	$ 260.00	$ 390.00	$ 440.00
	1.5"	$ 220.00	$ 440.00	$ 660.00	$ 1,000.00
	2"	$ 320.00	$ 640.00	$ 960.00	$ 2,300.00
	3"	$ 500.00	$ 1,005.00	$ 1,510.00	$ 3,500.00
	4"	$ 620.00	$ 1,245.00	$ 1,870.00	$ 4,500.00
	6"	$ 730.00	$ 1,465.00	$ 2,200.00	$ 6,000.00
		-	-	-	
Commercial W/out Sewer Current	**Meter Size**	**Green**	**Yellow**	**Red**	
	5/8"	$ 40.00	$ 75.00	$ 115.00	$ 200.00
	1"	$ 50.00	$ 100.00	$ 150.00	$ 300.00
	1.5"	$ 85.00	$ 170.00	$ 255.00	$ 500.00
	2"	$ 205.00	$ 410.00	$ 615.00	$ 900.00
	3"	$ 325.00	$ 645.00	$ 970.00	$ 1,300.00
	4"	$ 400.00	$ 800.00	$ 1,200.00	$ 2,250.00
	6"	$ 470.00	$ 935.00	$ 1,405.00	$ 3,455.00
		-	-	-	

City:	Phone Number:	Utility Credit Check System	Notarized Lease	Residential Deposit Amount:	Commerical Deposit Amount	Account Initiation Fee	Owners name only?	Person Contacted
Dania Beach	954-924-6800	yes	yes	50-180 (residential)	depends on meter size	Credit Check Application Fee $3.50, $10 for Canadians, $25 for Commerical.	No	us
Coconut Creek	954-973-6732	No	no	$100	Based on Meter Size starts at $125	$20.00	No	Sharon
Cooper City	954-434-4300	no	no	$100 (Owner) / $200 (Tentant)	based on size of bay	$25	No	Melissa
Coral Springs	954-344-1825	no	n/a	$150 for single family (Multi Units $150 per unit)	Based on Size of Meter start at $120	$20	Yes	Rose
Davie	954-797-1065	No	n/a	$0	$0	$30	Yes	information provided online
Deerfield Beach	954-480-4278	no	no	Base on Meter starts $185	Base of Meter Size starts $185	$20	No	Stacy
Fort Lauderdale	954-828-5150	No	No, however application must be notarized if it is being emailed.	Start with $191 within City Limits $146 outside City Limits (base on meter size & what services the location)	Depends on the Previos Account Billing Brand New Construnction $511	No	No	Paris
Hallandale Beach	954-457-1360	n/a	n/a	$200 per unit	Based on Meter Size $150 to $550 (Over 3" by agreement)	$20	Yes	information provided online
Hollywood	954-921-3241	no	no	Single/Duplex/Triplex $125, Multi Family $90 per unit, Hotels $90 per unit	Base on Meter Size range $170 to $9500 (5/8" to 6") Over 6 $13500	no	No	information provided online
Lauderdale Lakes/ Serviced by Broward County	954-831-3250	No	no	Base on meter starts $115	Base on meter starts $115 to $2200 over 2" is base on 2 months of estimated billing	$35	No	information provided online
Lauderhill	954-739-0100	no	n/a	$0.00	$0	no	Yes	information provided online
Margate	954-972-6454	no	n/a	$115/ Multi Family $100 per unit	Base on Meter Size $170 to $2110 (Over 2", by agreement)	$15	Yes	information provided online
Miramar	954-602-3028	no	no	$125 (owners) / $250 (Tentant)	Base on Meter Size starts 125 (owner)/ $250 (tenant)	$25	No	Lex
North Lauderdale	954-722-3800	no	n/a	Based on Meter size $200 to $7500 (5/8" to 6")	Based on meter size $200 to $7500 (5/8" to 6")	$25	yes	information provided online
Oakland Park	954-630-4280	no	no	$100 (owners) / $110 (Tentant)	Based on Meter Size $110 to $720 (5/8" to 2")	no	no	information provided online
Parkland	954-753-7906							Tried calling contact number provided online, all it does is ring. There is no information online regarding account set up or deposit.
Pembroke Pines	954-918-9000	no	n/a	$100, billed to account	deposit is billed to account	no	Yes	information provided online
Plantation	954-797-2290	no	no but owners must sign and notarize agreement acknowlegment of right to occupancy.	Based on meter size starts at $145	Based on meter size starts at $175	$25	No	Brenda
Pompano Beach	954-786-4600	no	no	Based on Meter Size starts at $270	Based on Meter Size starts at $345	$40	No	Carolina
Sunrise	954-746-3232	no	no	$125 (owner) / $250 (tenant)	Based on Meter Size $185 to $3820 (5/8" to 4")	No	No	information provided online
Tamarac	954-597-3590	no	no	Based on Meter Size Starts at $90 (owners) / $180 (Tentant)	Based on Meter Size, Starts $105 (owner)/ $210 (tenants)	No	No	Denise
West Park/ Serviced by Broward County	954-831-3250	no	no	Base on meter starts $115	Base on meter starts $115 to $2200 over 2" is base on 2 months of estimated billing	$35	No	information provided online
Weston/ Service Proivded by Sunrise	954-746-3232	no	no	$125 (owner) / $250 (tenant)	based on meter size $185 to $3820 (5/8" to 4")	no	no	information provided online
Weston (Indian Trace District)/Service Provided by Surise	954-746-3232	no	no	$125 (owner) / $250 (tenant)	Based on Meter Size $185 to $3820 (5/8" to 4")	no		information provided online
					Base on meter starts $115 to $2200			

Broward County	954-831-3250	no	no	Base on meter size starts $115	over 2" is base on 2 months of estimated billing	$35	No	information provided online
Wilton Manor	954-390-2100	No		Based on meter size starts at $125	Based on meter size $120 to $520 (5/8" to 2")	no	no	information provided online

City of Dania Beach
Finance Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director
Frank L. DiPaolo, Chief Financial Officer

SUBJECT: **Approval of a resolution authorizing purchases of hardware, software, and professional services from BIS Digital (BIS) exceeding the City's annual vendor threshold of $50,000**

Request:
The Information Technology Division is requesting authorization to waive the formal bid process for the purchase of software and services from BIS Digital (BIS) and exceed the City's $50,000 vendor threshold using TIPS Contract 230901.

Background:
IT Parker Center is undergoing significant renovations. These renovations include several upgrades to the facility, including new offices, hurricane-rated impact windows and doors, and more.

The current AV system is inoperable. All the speakers are blown, and the remaining portions have not worked for several years.

The City received a proposal from BIS Digital, the city's current AV provider, to upgrade the system, eliminate the current issues, and enhance the overall capabilities. The upgraded system will be state-of-the-art, including a new laser projector and a ceiling-mounted 16-foot drop-down screen, new speakers, wireless microphones, distribution amplifiers, and receivers.

The proposal from BIS Digital is based on nationally competitive TIPS (Contract #230901) pricing. BIS Digital is very familiar with the needs of the City as it has designed and installed the Chamber and NW Conference Room systems.

Budgetary Impact
The proposal totaling $76,970.32 is funded by a transfer of $80,000.00 from Information Technology Fund Contingency Account No. 507-17-04-516-99-10 to Machinery & Equipment Account No. 507-17-04-516-64-00, and that the additional funds shall serve as contingency for unforeseen AV System costs.

Recommendation
Approve the resolution authorizing the waiver of the formal bid process for the purchase of software and services from BIS Digital (BIS) and exceeding the City's $50,000 vendor threshold using TIPS Contract 230901.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF AUDIO AND VIDEO PRODUCTION AND BROADCASTING EQUIPMENT AND PROFESSIONAL SERVICES FROM BIS DIGITAL, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING TIPS CONTRACT NO. 230901; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/she is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies, such as the federal government, state of Florida or a Florida municipality or county; 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 $50,000.00; and

WHEREAS, IT Parker Community Center is undergoing significant renovations, including new offices, hurricane-rated improvements,

WHEREAS, the City has obtained a proposal from BIS Digital for the purchase of audio and video equipment and professional services (the "AV System") to be installed in the IT Parker Community Center, providing improved AV capabilities for events, workshops, and other meetings; and

WHEREAS, the City Administration recommends that the City Commission waive formal bidding and authorize the AV System purchase in the amount of Seventy-Six Thousand Nine Hundred Seventy and Thirty-Two Cents ($76,970.32) from BIS Digital using TIPS contract no. 230901.

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 proper City officials are authorized to execute the necessary documents for the purchase of an AV System exceeding the annual vendor threshold of Fifty Thousand Dollars ($50,000.00).

Section 3. That the proposal totaling Seventy-Six Thousand Nine Hundred Seventy and Thirty-Two Cents ($76,970.32) is funded by a transfer of Eighty Thousand Dollars ($80,000.00) from Information Technology Fund Contingency Account No. 507-17-04-516-99-10 to Machinery & Equipment Account No. 507-17-04-516-64-00, and that the additional funds shall serve as contingency for unforeseen AV System costs.

Section 4. That the City is authorized to exceed the proposal amount for minor changes to the scope or price increases, subject to the availability of funds.

Section 5. That the proposal from BIS Digital is made a part of and incorporated into this Resolution by this reference as Exhibit "A".

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

Section 7. That this Resolution shall be effective immediately after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____	_____
ELORA RIERA, MMC	ARCHIBALD J. RYAN IV
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach

Proposal

City of Dania Beach IT Parker Installation Proposal

07-26-2024

Darryl McFarlane
901 NE 3rd St.
Dania Beach FL 33004
(954) 924-6800
dmcfarlane@daniabeachfl.gov

Proposal Information

Title of Proposal:
City of Dania Beach IT Parker Installation Proposal

Proposal Total:
$76,970.32

Proposal Due Date:

Intended Recipient Name (Attention To):
Darryl McFarlane

Delivery Address:
901 NE 3rd St.
Dania Beach FL 33004

BIS Digital Proposal Reference ID:
P-2301021

Drop-off Location (Building Name):
IT Parker Community Building

Contract Number:
TIPS Contract 230901 - Audio Visual Equipment, Supplies, and Services

Submitting Organization Information

Name:
Business Information Systems, Inc. DBA: BIS Digital

Address:
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334

Email:
sales@bisdigital.com

Website:
www.bisdigital.com

Account Manager:
Josh Stephens

Phone:
(800) 834-7674
(954) 493-7377

Account Manager Phone:
(800) 834-7674 x 4040

Fax:
(877) 858-5611

Date:
July 26, 2024

July 26, 2024

Darryl McFarlane

901 NE 3rd St.
Dania Beach FL 33004

dmcfarlane@daniabeachfl.gov

Dear Darryl McFarlane,

Thank you for considering BIS Digital for your audio and video needs. We are pleased to submit our proposal in response to your request.

Attached to this proposal, you will find detailed information about our products and services, as well as pricing and terms. We believe that our proposal represents the best value for City of Dania Beach, and we look forward to the opportunity to work with you.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact us.

Sincerely,

Josh Stephens

Josh Stephens
Account Manager
josh.stephens@bisdigital.com

Company Overview

BIS Digital has been in the audio and video industry since 1982 and possesses a wealth of experience in providing integrated solutions for entities of all sizes. Headquartered in Ft. Lauderdale, Florida, the company has over 90 employees with direct sales and service representatives throughout the US.

Our primary business is the sale, service, and support of multi-channel digital audio/video recording software for the judicial and courtroom systems; city/county governments; public safety and interview rooms; and private enterprises. Other areas of expertise include software-based enterprise room control, AV electronic hardware and software integration, video presentation technology and tv broadcast systems, and digital sound/audio reinforcement.

In addition to our comprehensive AV solutions, we provide a range of video conferencing options for remote video arraignment and other court conferencing needs, in either hosted or non-hosted formats. We also offer remote language translation connectivity and digital dictation, as well as meeting agenda automation, live streaming, web hosting, and on-demand systems. From concept to completion, we have provided these technologies to over 6,000 customers.

The strategic direction for BIS Digital has been to develop solutions that operate in an open architecture environment, are user-friendly, and can be accessed on PCs, tablets, and smartphones. We work with award-winning manufacturers to design fully integrated AV capabilities for optimal workflow and efficiency. All our solutions are developed to work seamlessly with our core DCR audio and video recording software and any current case management software being utilized in the courts and other spaces today.

As such, our team has a deep understanding of the unique requirements in these settings and the importance of reliable and effective AV systems. Our priority is to work closely with our clients to ascertain their specific needs and design a system that meets them. With that said, to us, technology integration and support is more than a project. It's a partnership. It's why we also offer ongoing maintenance and support for our AV systems, as well as providing training and technical assistance to users. We strive to build long-lasting relationships with our clients and exceed their expectations at every opportunity.

Corporate Data

Years in Business
43

Number of Employees
90

Geographic Reach
US + 6 Countries

Certifications
BIS Digital is a Certified Reseller and Authorized Support Agency for the following manufacturers (including but not limited to):

- ASC
- Ashly
- Atlona
- Audio-Technica
- Axis
- Biamp
- Dante
- Extron
- Philips
- QSC
- Shure
- Sony
- Televic
- Williams Sound
- WolfVision

Owner / CEO
Steve Coldren

Vice President
Kirk Ambrose

CFO
Isabel Valle

Manager of Operations
Gary Jones

Regional Sales Director
Jade Coldren

Account Manager
Josh Stephens

System Engineer
Nick Riesco

Project Manager
Rosie Socolovitch

Installation (I)-C - BIS-3002292

City of Dania Beach

Josh Stephens
josh.stephens@bisdigital.com

Main Hall

Will this Scope of Work apply to multiple rooms?

No -- This scope does NOT consider multiple rooms.

Is the client planning to record with DCR?

No -- DCR recording is not required in this system.

Network Approval Process?

No

Will an IT Administrator or someone with knowledge of the network be available at the time of installation?

N/A -- Network infrastructure is not needed for the scope of this system.

Will any BIS Digital provided equipment need to match existing equipment?

No -- All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

Were the end-to-end workflows of the room, the existing system, and how the new system will be installed to satisfy workflow needs documented for client review and approval?

Yes -- A full description has been documented below.

Will system training be required?

Yes -- BIS Digital Technicians will train end users on using the installed system.

Installation (I) Description / Notes:

The IT Parker Community Center is being renovated and requires AV upgrades. The City of Dania Beach are looking too:

Replace Mixer (will have extra inputs for future expansion if necessary), Amplifier, and add 2 wireless mics (inside existing wall mounted rack on stage right).

Replace (18) Ceiling Speakers.

Install ceiling mounted laser projector (white) along with large in-ceiling mounted screen (white) centered with stage just past the front of stage into the room. Screen will be controlled through a wired wall switch, while projector will be controlled by remote.

Add video distribution by installing an HDMI input wall plate in front of stage that will output to projector (provided by BIS) and two 98" monitors flanking either side of the stage (provided by Dania Beach).

*All power and cabling for video to be run by construction contractor, (Dedicated 20 amp circuits at projector (ceiling), screen (ceiling), and rack (if not already existing. Shielded cat6 to both monitors (provided by Dania Beach stage left and right walls), projector (ceiling), HDMI wall plate (front of stage).

General Scope of Work Description for Installations

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

BIS Digital will be responsible for the following:

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

The client will be responsible for the following:

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for City of Dania Beach and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name _____ Signature _____ Date _____

Disclaimer: Shipping and Handling

Shipping Information and Requirements
By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

Direct Shipments from Manufacturers
BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

Shipping Costs
The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

Shipping Schedule and Tracking
BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

Disclaimer and Contact Information
This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

Does the delivery site include lockable storage?
N/A -- Lockable storage not needed for this scope.

Is the delivery site equipped with a loading dock?
N/A -- Loading dock not needed for this scope.

By signing below, I certify that I am an authorized signer for City of Dania Beach and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Client Name _____ Signature _____ Date _____

Disclaimer: Client-Initiated Modifications and Post-Installation Changes

This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

Responsibility for Modifications
BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

Risk and Implications
Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

Client Decision-Makers
We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

Client Communication
In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

Warranty and Support
Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

Dispute Resolution
In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

Acknowledgment
By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

Contact Information
For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.

Client Site Preparation Checklist

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674.

At least 30 Days Prior to Installation Date:

☐ Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
☐ Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
☐ Ensure that all necessary software and firmware updates have been performed on existing equipment.
☐ Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
☐ Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
☐ Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
☐ Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
☐ Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
☐ Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

Day Before Installation:

☐ Provide BIS Digital with any necessary access codes or keys to the installation site.
☐ Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
☐ Ensure any existing computers will be in proper working order, free of viruses, have internet access, and be in the place where they will be used.
☐ Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

If Archiving Recordings to a Network Path:

☐ Create a dedicated folder on the network for recording files.
☐ Ensure the Universal Naming Convention (UNC) path is available for that folder.
☐ Ensure each recording PC will have network access to this path.
☐ Ensure user logging into a recording computer will have read/write access to this path.

If Archiving Recordings to a CD/DVD:

☐ Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
☐ Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
☐ Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.

Disclaimer: Standard Training

The scope of training provided by BIS Digital is limited to the standard operation and maintenance of the equipment as outlined in this scope of work and in accordance with the manufacturer's requirements. Training is intended to equip end-users with the knowledge necessary to independently and effectively operate the integrated audiovisual systems.

Our training sessions are conducted by an installing technician who is most knowledgeable about the specific system, especially in cases where adjustments or modifications have been made due to unforeseen conditions on-site. This ensures that users receive tailored, accurate, and up-to-date information regarding their AV system.

The estimated total hours of training, as listed in the table below, are calculated under the assumption that each user will be trained individually. This approach is adopted because BIS Digital recognizes that end-user availability for training may vary significantly. However, we can accommodate group training sessions for efficiency. Please note that group sizes are generally limited to no more than five (5) people to ensure the quality and effectiveness of the training.

Please be aware that our training sessions are standardized and may not accommodate specific learning disabilities or impairments. Our technicians are not certified trainers and are unable to provide specialized training for such cases. If any subset of client users requires special accommodations due to learning disabilities or impairments, we strongly encourage a "train-the-trainer" approach with the client. This means that the client should designate an individual or individuals within their organization to receive the standard training and then provide tailored training or support to those with specific needs.

While every effort is made to provide comprehensive training, BIS Digital shall not be held liable for any errors, omissions, or issues arising from the use of the integrated audiovisual system following training. Users are encouraged to seek additional support or clarification if necessary.

By proceeding with training services provided by BIS Digital, you acknowledge that you have read and understood this disclaimer, and you agree to abide by the terms and conditions stated herein. If you have any questions or concerns regarding our training services or this disclaimer, please do not hesitate to contact us.

	Estimated Hours	Number of Users
DCR	0	0
DCR-VC	0	0
DCR Player	0	0
Web Access / Network Monitor	0	0
Room Control	0	0
Evidence Presentation	0	0
Other (see notes)	10	5
Total	10	

Estimated Number of 8 Hour Training Days in Addition to Installation (as Facilitated by 1 Technician):

0.42

Optimal Specifications for BIS Digital Recording PC Systems (v8.5)

PC Requirements:

2/4 Channel Audio Only
- 8GB RAM
- 256 GB Hard Drive / 8 MB Cache / 7200 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- Microsoft Windows 7-11 Professional

4/8 Channel Audio w/ 4 Video Channel Max
- 16GB RAM
- 1TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

8/16 Channel Audio w/ 8 Video Channels
- 16GB RAM (32GB Recommended for DCR-VC and Broadcast)
- 2TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i7 Processor (i9 Recommended for DCR-VC and Broadcast)
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7-11 Professional

Audio Sources

	Location	Status	Placement	Type	Make/Model	DCR Channel	Function
A1	Other (see notes)	Provide 1 New	Wall-mounted	HDMI Audio	Wall Plate	N/A	N/A
A2	Rack	Provide 2 New	Shelf-sitting	Hand-held (Wireless)		N/A	N/A

Speakers

	Location	Status	Type	Zone	Make/Model
S1	Ceiling	Provide 18 New	In-ceiling Speaker	N/A	

Video Sources

	Location	Status	Placement	Type	Make/Model	Shot	Dist. to Target	Target	DCR Channel	Function
V1	Other (see notes)	Provide 1 New	Wall-mounted	HDMI Video Feed	Wall Plate	N/A			N/A	N/A

Displays

	Location	Status	Placement	Size	Type	Make/Model	Include Audio?	A/V Room Controls?	Annotation Control?
D1	Ceiling	Provide 1 New	Ceiling-mounted (fixed)		Projector	Laser	No	No	No
D2	Ceiling	Provide 1 New	Ceiling-mounted (fixed)		Projector Screen	In-ceiling	No	No	No
D3	Wall A	Use 2 Client-Provided	Wall-mounted (fixed)	98"	Monitor		No	No	No

Room Control Panels

	RC1	RC2	RC3	RC4	RC5
Projector (On/Off)	✓				
Projector Screen (Up/Down)	✓				

Equipment

	Location	Status	Make / Model	Ports Available
Amplifier	Rack	Provide 1 New		
Assisted Listening System				
Desktop/Laptop				
DSP/Mixer	Rack	Provide 1 New		
NAS Drive				
Network Switch	Rack	Provide 1 New		
Power Conditioner	Rack	Provide 1 New		
Presentation System				
Video Distribution Amplifier	Rack	Provide 1 New		
Video Input Switcher				
Other (see notes)				

Rack(s)

	Location	Status	Type	Access	Conduit	Units Available
Rack 1	Other (see notes)	Use 1 Client-Provided	Wall-Mounted	Direct (in-room)	Existing	12U

Infrastructure

On-site lockable storage?

N/A -- Lockable storage not needed for this scope.

Loading dock?

N/A -- Loading dock not needed for this scope.

Known asbestos?

No -- Client confirms installation site is free of asbestos.

Conduit available?

N/A -- Conduit not needed for this scope.

Access above ceiling?

Yes -- BIS Digital can access areas above ceilings on-site as needed.

Any ceiling height on-site greater than 12 feet?

Yes -- BIS Digital will quote a ladder or lift.

Cables ran in-wall?

Yes -- Existing infrastructure will support running cables in-wall.

Cables ran on floor with coverings?

N/A -- Cables will not be ran across the floor for this scope.

Equipment mounted on walls, ceilings, or floors as needed?

Yes -- Existing infrastructure will support mounted equipment.

At time of walk, client confirmed that installation structures will support installed equipment as applicable?

Yes -- Client confirmed structure WILL support installed devices.

At time of walk, client confirmed relocating rack or equipment may require new cable runs for existing equipment as applicable?

Yes -- Client confirmed possible relocation constraints.

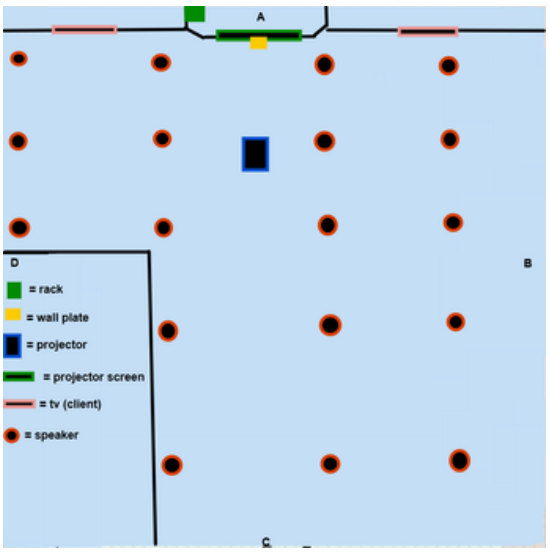
Room Construction:

	Measurement (feet)	Material	Adjacent Area	Prominent Feature
Ceiling	15	Drywall	Attic	N/A
Wall A	100	Drywall	Exterior	Rack Access
Wall B	150	Drywall	Hallway	Door
Wall C	100	Drywall	Exterior	Window
Wall D	150	Drywall	Exterior	N/A
Floor		Concrete	N/A	N/A

Will the system be installed as part of a construction or renovation project?

Yes -- Renovation.

Room Diagram:



Has an installation timeline been established?

No -- The timeline is to be determined.

At time of walk, did the client confirm a POC for the project?

No -- Client did NOT confirm.

Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64 channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internal protocols (VOIP) or Dante.

Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.

Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Josh Stephens
(800) 834-7674 x 4040

Technical Services Manager – Gary Jones
(800) 834-7674 x 4513

Director of Operations – Mitch Wise
(800) 834-7674 x 9516

Bill of Materials

Account Name:
City of Dania Beach (FL) (Fl)

Quote Name:
I-C - JUL 2024 - PRJ AND AUD - Main Hall - IT Parker Community Center - City of Dania Beach

Quote Number:	Quote Amount:	Date:	Quote Expiration Date:
Q-8026523	$76,970.32	7/26/24	1/25/25

Account Rep:	Account Rep Email:	Account Rep Phone:
Josh Stephens	josh.stephens@bisdigital.com	(800) 834-7674 x4040

Item	Product Code	Qty	List Price	TIPS Price	Total Price
10K Lumen 4K Laser Projector - WHITE	BIS-PRJ-10000-LZR-S2	1.00	19999.00	$17,999.10	$17,999.10
1.73-2.27:1 ZOOM LENS (LENS SHIFT)	BIS-NEC-LENS-ZOOM-173-227	1.00	2499.00	$2,249.10	$2,249.10
Heavy Duty Universal Projector Mount - VCMU WH	BIS-VCMU-PRJ-MNT-LRG-UNI	1.00	599.00	$539.10	$539.10
18"-24" Pipe for Projector Mount	BIS-PR-CM-P18/24	1.00	240.00	$216.00	$216.00
Hard Ceiling Plate for Projector Mount (White)	BIS-PR-CM-B	1.00	105.00	$94.50	$94.50
Motorized Projection Screen 108"x192" (9'x16')	BIS-PRJ-SCR-CNTL-916	1.00	8999.00	$8,099.10	$8,099.10
Low Voltage Electric Projector Screen Control Module (Includes 3-Button Switch)	BIS-PR-MSIC-LVRC-M	1.00	418.00	$376.20	$376.20
Commercial Grade Mini DSP | 8 Flex Analog I/O with AEC | USB/POTS/VoIP - Includes: 32x32 Dante | Teams | Scripting Engine | UCI Deployment	BIS-QSC-8FLX-DAN-32IO-T-SE-UCI	1.00	4550.00	$4,095.00	$4,095.00
Wireless System 10 | Rack-Mount Receiver Chassis | Series 2	BIS-ATS10-RMRC-S2	1.00	360.00	$324.00	$324.00
Wireless System 10 | Receiver Unit | Series 2	BIS-ATS10-RU-S2	2.00	355.00	$319.50	$639.00
Wireless System 10 | Handheld Microphone Transmitter | Series 2	BIS-ATS10-HHMT-S2	2.00	335.00	$301.50	$603.00

Item	Product Code	Qty	List Price	TIPS Price	Total Price
4K/60 HDMI to DTP Distribution Amplifier | 1x4 (230ft)	BIS-EXTRN-DTP-HD-DA-4K-230-4	1.00	3650.00	$3,285.00	$3,285.00
4K/60 HDMI DTP Receiver (230ft)	BIS-EXTRN-DTP-HDMI-4K-230-RX	4.00	695.00	$625.50	$2,502.00
4K/60 HDMI DTP Wall Plate Transmitter (230ft)	BIS-EXTRN-DTP-T-WP-230FT	1.00	850.00	$765.00	$765.00
9-port Network Switch | 9x 1GB | 8x PoE+ (110w)	BIS-NS-M4250-GSM4210PD	1.00	990.00	$891.00	$891.00
800W 4Ch Rackmount Amplifier | 1U	BIS-QSC-MP-A40V	1.00	1970.00	$1,773.00	$1,773.00
8" Non-Tile Ceiling Speakers - White (Pair)	BIS-SP-CNT2	9.00	725.00	$652.50	$5,872.50
Power Distribution System (Series 2)	BIS-PWR-DIST-S2	1.00	450.00	$405.00	$405.00
Speaker Wire 12AWG (Plenum) - 1000ft Roll	BIS-W-SPKR-12AWG	2.00	822.00	$739.80	$1,479.60
CAT6A Cable | Shielded | Black | 500'	BIS-W-CAT6A-SHB-500	1.00	600.00	$540.00	$540.00
HDMI Cable (6ft)	BIS-HDMI-6FT-MM	3.00	21.00	$18.90	$56.70
HDMI Cable (3ft)	BIS-HDMI-3FT-MM	1.00	15.00	$13.50	$13.50
Installation Supplies	BIS-INST-SUP	1.00	854.46	$769.01	$769.01
Shipping/Handling	S/H	1.00	4108.02	$3,697.22	$3,697.22
On-site Setup Installation and Training (per system)	SIT	1.00	17820.00	$16,038.00	$16,038.00
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	4042.35	$3,638.12	$3,638.12
TIPS Contract 230901 - Audio Visual Equipment Supplies and Services	BIS-X-TIPS				

Total (Before Tax): $76,970.32

Proposal Terms and Conditions

Proposal ID	P-2301021
Effective Period	This proposal is valid through 01-22-2025.
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Deposit	All orders above $5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
Payment Terms	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
Cancellation	In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order. Restocking Fee: A 20% restocking fee will be charged for all canceled orders.
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

Proposal P-2301021 Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:
By signing above and or providing a purchase order number below, your organization is agreeing to the appended scope of work, pricing, disclaimers, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for ALL materials and applicable services listed in this proposal: P-2301021.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Purchasing?

YES **NO**

Purchase Order Number:

City of Dania Beach
Finance Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director
Frank L. DiPaolo, Chief Financial Officer

SUBJECT: **Approval of a Resolution authorizing purchases of hardware, software, and professional services from CDW Government, LLC, exceeding the City's annual vendor threshold of $50,000**

Request:
The Information Technology Division requests approval of a Resolution authorizing purchases of hardware, software, and professional services from CDW Government, LLC (CDW-G), exceeding the City's annual vendor threshold of $50,000.

Background:
CDW-G has been one of the City's primary vendors for hardware, software, and professional services since 2018. The IT Division is pleased with their pricing and services and plans to make additional purchases in FY2023-24. Pricing is based on various state or government contracts, which help facilitate the lowest competitive pricing available.

The annual cost of the hardware, software, and professional services purchased from CDW-G in FY2023-24 will exceed the $50,000 vendor threshold, requiring City Commission approval.

Budgetary Impact

Recommendation
Approve the Resolution authorizing purchases of hardware, software, and professional services from CDW Government, LLC, exceeding the City's annual vendor threshold of $50,000.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00) FOR CDW-G; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, CDW-G has been one of the City's vendors for Information Technology hardware, software, and professional services since 2018 and the Finance Department planned, through the fiscal year 2023-24 budget, to purchase additional hardware, software, and/or professional services; and

WHEREAS, the total amount of purchases from CDW-G for fiscal year 2023-24 will exceed the Fifty Thousand Dollars ($50,000.00) annual purchase threshold for a single vendor and, therefore, requires City Commission approval.

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 all purchases made from CDW-G shall be subject to approved annual budget appropriations and in accordance with the City's procurement policies and are authorized to exceed the annual amount of Twenty-Five Thousand Dollars ($50,000.00) purchase threshold for a single vendor for fiscal year 2023-24.

Section 3. That funding for these services shall be made from the City's authorized annual budget appropriations from the City's Information Technology Fund.

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

Section 5. That this Resolution shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Finance Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director
Frank L. DiPaolo, Chief Financial Officer

SUBJECT: **Approval of a Resolution authorizing purchases of hardware, software, and professional services from Software House International (SHI) exceeding the City's annual vendor threshold of $50,000**

Request:
The Information Technology Division is requesting approval of a Resolution authorizing the waiver of formal bidding for the purchase of software and services from Software House International (SHI) and exceed the City's $50,000 vendor threshold using NASPO Software Value Added Reseller Subcontract #43230000-23-NASPO-ACS.

Background:
The City utilizes Microsoft operating systems for virtually all of its computing needs. Annually, the City renews its Microsoft Enterprise Agreement, and the cost is based on how many servers, computers, and the types of software installed. The City purchases Microsoft licenses through Software House International (SHI), and the current Enterprise Agreement expires on July 31, 2026. These Microsoft Software Licenses are crucial to the city's daily operations. Office 365 includes email, web conferencing, internal websites, and document sharing, among others. These related services provide resiliency, mobile access, and security while keeping users highly engaged and productive.

The IT Division has determined that SHI offers the most competitive pricing through NASPO Software Value Added Reseller Subcontract #43230000-23-NASPO-ACS, and the City of Dania Beach is eligible to participate and receive the same pricing and terms. The City Commission must waive the formal bid process, authorize the purchase from this vendor through the State of Florida contract and allow to exceed the $50,000 vendor threshold.

Budgetary Impact

Recommendation
Approve the Resolution authorizing purchases of hardware, software, and professional services from SHI exceeding the City's annual vendor threshold of $50,000 for all fiscal years the NASPO Software Value Added Reseller Subcontract #43230000-23-NASPO-ACS is in effect.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM SHI INTERNATIONAL CORP. THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00); AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND FISCAL YEAR 2023-24 APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, SHI International Corp. (SHI) is the City's current provider of Microsoft Office 365 licenses and the Information Systems Division has planned, in the fiscal year 2023-24 budget; and

WHEREAS, the Information Systems Division is seeking approval to waive formal bidding and purchase Office 365 licenses and other necessary hardware, software, and professional services from SHI under NASPO Subcontract #43230000-23-NASPO-ACS; and

WHEREAS, the total amount of purchases from SHI for fiscal year 2023-24 will exceed the Fifty Thousand Dollars ($50,000.00) annual purchase threshold for a single vendor and, therefore, require City Commission approval.

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 is authorized to exceed the annual amount of Fifty Thousand Dollars ($50,000.00) purchase threshold for all fiscal years under the NASPO Subcontract #43230000-23-NASPO-ACS, which is in effect through April 24, 2027.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Public Services Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: **AUTHORIZATION TO AMEND A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF COMMERCE FOR A STORMWATER MASTER PLAN PROJECT**

Request:
The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the modification of an Agreement with the Florida Department of Commerce (FDC) for grant funds for the development of the Stormwater Master Plan (SWMP).

Background:
On December 8, 2021, the City of Dania Beach and FDC entered into a Grant Agreement (Agreement) in the amount of $795,000 for the SWMP. The Agreement was previously amended in 2021 and 2022. The amendment presently proposed includes revisions to the E-Verify language in the "Employee Eligibility" section and added language in Attachment "G" on how to handle unused grant resources. In addition, the "Project Description and Deliverables" section was revised to better reflect the work performed by the City's consulting engineer. Lastly, the amendment includes the re-naming of the department and replaces the Florida Department of Economic Opportunity with the new name, the Florida Department of Commerce.

Budgetary Impact
There is no budgetary impact to this action.

Recommendation
PSD recommends the City Commission adopt a resolution to amend the Agreement with the Florida Department of Commerce for the Stormwater Master Plan.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF COMMERCE FOR THE STORMWATER MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2021, the City of Dania Beach and the Florida Department of Economic Opportunity entered into an Agreement for funding the Stormwater Master Plan (SWMP) pursuant to Resolution No. 2021-166; and

WHEREAS, on November 21, 2022 the City of Dania Beach and the Florida Department of Economic Opportunity executed Amendment One to the Agreement for funding the Stormwater Master Plan pursuant to Resolution No. 2022-169; and

WHEREAS, the parties wish to amend the Agreement as follows: Section 28 Employment Eligibility Verification; Attachment A – Project Description and Deliverables; Attachment G – Reports; and recognizes the name change of the Florida Department of Economic Opportunity to the State of Florida Department of Commerce (FDC), as reflected in Amendment Two, attached as Exhibit "A" and incorporated into this Resolution by this reference.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute Amendment Two to the agreement, attached as Exhibit A, which is incorporated by reference into this Resolution, which Agreement is with the FDC for the Stormwater Master Plan.

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.

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PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

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AMENDMENT TWO
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT

On **December 8, 2021**, the State of Florida, Department of Commerce ("Commerce"), formerly known as the Florida Department of Economic Opportunity, and the **City of Dania Beach, Florida** ("Subrecipient") entered into agreement **MT004** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section 5, Modification of Agreement, of the original Agreement between the parties provides that any amendment to the Agreement shall be in writing executed by the Parties thereto.

WHEREAS the Agreement was previously amended on **December 11, 2022**;

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce" as appropriate.

2. **Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:

   A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

   B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

      (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
      (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or

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more employees shall use the E-Verify system to verify a new employee's employment eligibility.

C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

3. **Attachment A, Project Description and Deliverables,** is hereby deleted in its entirety and replaced with the attached Attachment A.

4. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:

   3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

      Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

5. **Attachment G, Reports, Section 6**, is hereby deleted in its entirety and replaced with the following:

   6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

      Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

6. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

~ Remainder Left Intentionally Blank ~

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IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **MT004**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF DANIA BEACH, FLORIDA	**FLORIDA DEPARTMENT OF COMMERCE**
SIGNED:	SIGNED:
ARCHIBALD J. RYAN IV	**J. ALEX KELLY**
MAYOR	**SECRETARY**
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment A – Project Description and Deliverables

1. **PROGRAM DESCRIPTION:**

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Commerce (Commerce) would receive $633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Commerce (Commerce) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program $75,000,000; General Planning Support Program $20,000,000; General Infrastructure Program $475,000,000; and State Planning and Administration $63,485,000.

This award has been granted under the **General Planning Support Program**. Projects eligible for, but not limited to, funding under this program are:

- Regional mitigation plans
- Modernization and resiliency planning
- Comprehensive, capital improvement, and community development plans
- Floodplain and wetland management plans
- Land use and urban environment plans
- Integration of mitigation plans with other planning initiatives

2. **PROJECT DESCRIPTION:**

The City of Dania Beach, Florida has been awarded Seven Hundred Ninety-Five Thousand Dollars and Zero Cents $795,000.00 in CDBG-MIT (Community Development Block Grant - Mitigation) funding to provide the city with a comprehensive plan to address stormwater flooding and drainage issues within the City for the next 50 years. The city experiences a wide range of drainage challenges throughout stemming from sea level rise, an aging stormwater system, nearly built-out development, and increased rainfall during storms. The planning effort will consist of hydrologic and hydraulic modeling, future conditions analysis, community outreach, and culminate with a Stormwater Drainage Plan. The project is estimated to start October 1, 2021, and be completed within 48 months. This project satisfies the Low-to-Moderate Income (LMI) National Objectives requirements with a service area LMI of over 55%. The City will provide leverage funds for this project.

3. **SUBRECIPIENT RESPONSIBILITIES**

A. Complete and submit the below items to Commerce within thirty (30) calendar days of execution of the agreement:
   1) Organizational Chart with contact information
   2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.

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B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The COMMERCE Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
   1) Procurement policies and procedures that incorporate 2 CFR 200.317-327.
   2) Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
   3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and COMMERCE policies.
   4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov)
   5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of CDBG-MIT grant funds when available.

D. Upload required documents into a system of record provided by COMMERCE.

E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by Commerce no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to Commerce for review and approval by the Commerce Grant Manager.

F. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.

G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.

H. Provide copies of all proposed procurement documents to Commerce ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.

I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
   1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
   2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
   3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to Commerce prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, Commerce's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the

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updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.

J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by Commerce, receive the required Environmental Clearance from Commerce prior to Subrecipient being able to commit CDBG-MIT funds.

K. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter:

1. A revised detail report measuring the actual cost versus the project cost.

2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.

L. Develop and submit to Commerce a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.

M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:

1. Submit updated organization chart on a quarterly basis with quarterly report.
2. If staffing changes, there must be s submittal stating the names, job descriptions, on the monthly report deadline.
3. A progress report documenting the following information:
   a. Accomplishments within the past quarter;
   b. Issues or risks that have been faced with resolutions; and
   c. Projected activities to be completed within the following quarter.

N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C — Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from Commerce in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.

O. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. **ELIGIBLE TASKS AND DELIVERABLES:**

A. Deliverable No. 1 – Community Engagement - Collect, Review, and Analyze Current Stormwater Documentation Data - Gathering effort to document stormwater system location, characteristics, and document existing flooding and water quality issues.

1. Gather and compile datasets to develop a GIS database of existing conditions, including survey data and as-builts, rainfall data, elevation data, FEMA Flood Insurance Rate Map information, soils data, land use information, pollutant records, permitted stormwater activity documentation, and other available system information for maintenance and inspections.

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2. Conduct field survey of stormwater system, documenting location/orientation, size, material, and condition. Integrate data gathered into a GIS database.
3. Engage with City staff, regulatory agencies, and the public using questionnaires and surveys.
4. Conduct one (1) neighborhood meeting to gather information for the planning effort. Documentation will include meeting advertisements, a meeting agenda, meeting presentation materials, sign-in sheets, meeting minutes, and a summary of feedback collected. Interim documentation may be provided for reimbursement.

B. Deliverable No. 2 – Stormwater Modeling

Develop a hydrologic and hydraulic model to simulate drainage and flooding effects of extreme rainfall events, sea level rise, and increased development.

1. Model existing stormwater and drainage conditions using input data resulting from Deliverable 1.
2. Conduct water quality and sea level rise analysis, identifying and prioritizing basins in need of improvement and modeling improvement options.
3. Conduct one (1) neighborhood meeting to gather information for the planning effort. Documentation will include meeting advertisements, a meeting agenda, meeting presentation materials, sign-in sheets, meeting minutes, and a summary of feedback collected. Interim documentation may be provided for reimbursement.

C. Deliverable No. 3 – Capital Improvement Planning

Prepare project recommendations and conceptual designs for stormwater improvements, including review of the City's stormwater utility fee and identification of alternative funding sources.

1. Prepare conceptual designs and cost estimates for recommended stormwater improvements based on results from Deliverable 1.
2. Analyze existing stormwater utility fee schedule and review alternative funding options.
3. Present the plan to the City Commission and public. Documentation will include meeting advertisements, a meeting agenda, presentation materials, sign-in sheets, meeting minutes, and a summary of feedback collected.
4. Conduct one (1) neighborhood meeting to gather information for the planning effort. Documentation will include meeting advertisements, a meeting agenda, meeting presentation materials, sign-in sheets, meeting minutes, and a summary of feedback collected. Interim documentation may be provided for reimbursement.

D. Deliverable No. 4 – Final Citywide Stormwater Master Plan Develop Final Stormwater Master Plan

1. Deliver completed Dania Beach Stormwater Master Plan.

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5. **COMMERCE RESPONSIBILITES**
   A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be Commerce in its discretion.
   B. Assign a Grant Manager as a point of contact for Subrecipient.
   C. Review Subrecipient's invoices described herein and process them on a timely basis.
   D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient

6. **DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Collect, Review, and Analyze Current Stormwater Documentation.		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete eligible tasks as detailed in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) or more tasks listed in 4.A as evidenced by submittal of the following documentation: 1) Copy of the GIS database created and populated for the project and provide hyper-link to the database 2) Copies of project survey and questionnaire and feedback 3) Meeting notice, agenda, presentation(s), sign in sheets (or electronic equivalent if conducted virtually) and comments/feedback for the public outreach meeting. 4) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
		Deliverable No. 2 Total Cost: $493,275.00
Deliverable No. 2 – Stormwater Modeling		
Tasks	**Minimum Level of Services**	**Financial Consequences**
Subrecipient shall complete eligible tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4.B as evidenced by submittal of the following documentation: 1) Copy of model(s) and resulting analysis.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

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	2) Meeting notice, agenda, presentation(s), sign in sheets (or electronic equivalent if conducted virtually) and comments/feedback for the public outreach meeting. 3) Invoice package in accordance with Section 7 of this Scope of Work.	
Deliverable No. 3 Total Cost: $151,237.00		
Deliverable No. 3 – Capital Improvement Planning		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete eligible tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4.C as evidenced by submittal of the following documentation: 1) Copy of design and cost estimates for recommended projects 2) Alternative funding options 3) Meeting notice, agenda, presentations, sign-in sheets (electronic equivalent if virtual), comments/feedback for City Commission presentation 4) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable No. 4 Total Cost: $125,138.00		
Deliverable No. 4 – Final Citywide Stormwater Master Plan		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete eligible tasks as detailed in Section 4.D of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one of the tasks listed in 4.D as evidenced by submittal of the following documentation: 1) Final Stormwater Master Plan 2) Invoice package in accordance with Section 7 of this Scope of Work	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable No. 5 Cost - $25,350.00		
TOTAL PROJECT COST NOT TO EXCEED $795,000.00		

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COST SHIFTING: The deliverable amounts specified within the Deliverables Section 6 table above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement

7. **INVOICE SUBMITTAL**

Commerce shall reimburse the Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (21) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf) .

A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.

B. The following documents shall be submitted with the itemized invoice:
1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
3. A copy of all supporting documentation for vendor payments;
4. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

C. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

City of Dania Beach
Public Services Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Service Director
Dincer A. Ozaydin, P.E., Deputy Director, CIty Engineer

SUBJECT: APPROVAL OF A RESOLUTION TO WAIVE THE COMPETITIVE BID PROCESS FOR THE PROCUREMENT OF BUS SHELTER MAINTENANCE SERVICES

Request:
The Public Services Department (PSD) is requesting approval of a resolution to waive competitive bidding for the procurement of bus bench advertising, cleaning and repair services utilizing Statute 337.408 which allows a municipality to enter into an agreement for the installation and maintenance of benches and transit shelters together with advertising displayed thereon within the right-of-way limits of such roads.

Background:
The City has the ongoing need to maintain and repair six advertising bus stop shelters within the route of the community shuttle bus. For several years, these structures were maintained by a contractor that paid annual fees to the City from the sales revenues generated by advertisements displayed on each shelter structure. PSD deemed the service to be of high quality and generally reliable. The proposed contract with Clear Channel Outdoor LLC, a contractor that currently provides bench maintenance and repair services throughout the city. The previous agreement generated approximately $5,870.52 in revenue for the city. The proposed contract is projected to generate approximately $2,529.24 more annually than previously and increase by three percent annually over 5 years, while the scope of maintenance and repair services will remain the same.

Budgetary Impact
There is no financial obligation to the City. The agreement will generate approximately $8,400 in annual revenue in the first year and increase by three percent for the subsequent four years. All revenues will be allocated to the Streets Repair and Maintenance Services Account No. 001-39-06-541-46-60.

Recommendation
PSD recommends approval of a resolution to waive competitive bidding for the procurement of bench advertising, cleaning, and repair services and to enter into an agreement for these services with Clear Channel Outdoor.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING FOR BUS STOP SHELTER ADVERTISING, MAINTENANCE AND REPAIR SERVICES UTILIZING STATUTE 337.408 TITLED "REGULATION OF BUS STOPS, BENCHES, TRANSIT SHELTERS, STREET LIGHTS POLES, WASTE DISPOSAL RECEPTACLES, AND MODULAR NEWS RACK WITHIN RIGHT-OF-WAY"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is requesting approval to waive competitive bidding for bus shelter advertising, repair and maintenance services utilizing Statute 337.408 which allows a municipality or county the ability to authorize the installation, without public bid, of benches and transit shelters together with advertising displayed thereon within the right-of-way limits of such roads; and

WHEREAS, the city has utilized this service from Clear Channel Outdoor, LLC. for over 10 years and is fully satisfied with the level of service; and

WHEREAS, the proposed agreement includes a 43 percent increase in the rate over the previous one, representing roughly a $2,529.48 increase in annual revenue to the city; and

WHEREAS, this agreement would be in effect for five years, with a renewal option of five years. The proposed contract is projected to generate approximately $8,400.00 in first year's annual revenue and increase by three percent annually over five years.

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 proper City officials authorize approval to utilize Statute 337.408 and to enter into an agreement with Clear Channel Outdoor, LLC, which agreement is attached as Exhibit "A" and incorporated into this Resolution by this reference.

Section 3. That all revenues from this agreement shall be allocated to Streets Repair and Maintenance Services Street Account No. 001-39-06-541-46-60 approved annual budget appropriations.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2024 between the CITY OF DANIA BEACH, a Florida municipal corporation (the "CITY"), and CLEAR CHANNEL OUTDOOR, LLC, (COMPANY) a foreign limited liability company with a mailing address of 20880 Stone Oak Parkway, San Antonio, Texas 78258.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

1. Right to Place Shelters. The CITY shall permit the COMPANY, as an exclusive right, to use the public rights-of-way over which CITY maintains control for the placement by the COMPANY of bus shelters upon the terms and conditions stated in this Agreement. The CITY covenants that it shall use its best efforts to cooperate with the COMPANY in connection with the COMPANY'S installation, maintenance and repair of bus shelters, including, but not limited to, assistance with the issuance of any and all permits, authorizations, or other approvals of governmental agencies or utilities that may be required. CITY agrees to assist COMPANY with relocation of any objects over which City has direct control, so that COMPANY' s view corridors to its advertising panels in its shelters are not obstructed. No shelter shall be equipped with electrical service for any reason, unless approved in writing in advance by CITY. The CITY will waive all permit fees related to bus shelter installation.

2. **Installation, Maintenance and Ownership of Shelters.**

a. The COMPANY owns located in Dania Beach, Florida, said locations more particularly described on Exhibit A attached hereto. Any and all shelters are, and shall remain, the sole and exclusive property of the COMPANY.

b. COMPANY shall not permit advertising of adult entertainment, massage parlors, adult bookstores, adult theaters, adult escort services, pornographic or other material deemed objectionable by CITY. The determination as to whether any material is objectionable material shall not be determined unreasonably by the

CITY. When such a determination is made, the advertising shall be promptly removed upon written request of the CITY.

c. Inspection and general maintenance shall be performed by COMPANY on all shelters weekly and damage to the shelters shall be repaired by COMPANY within forty-eight (48) hours of the time damage is reported to or identified by the COMPANY. COMPANY shall also use its best efforts to maintain an area in clean condition ten (10) feet from each side of the shelters. In the event a shelter is not maintained in good repair and in clean condition, or becomes a hazard or nuisance as determined by the City Manager, the CITY shall notify the COMPANY in writing and repairs or corrective action must commence as provided in this Agreement. If the condition is not corrected to the CITY's reasonable satisfaction within five (5) working days after the date of notice, the CITY shall have the right to remove the

shelter and charge the COMPANY for the costs of such removal (inclusive of personnel expenses, labor and materials), or assess a $150.00 per day penalty fee, starting on the sixth day until the condition is corrected. In order to minimize any liability, the COMPANY agrees to remove or repair damaged shelters within five (5) days of an accident or any damage which creates, in the reasonable opinion of CITY, a hazardous condition for the public at large.

3. **Right of Company to Remove Individual Shelters.** Except as provided for in this Section, the COMPANY shall not remove any shelters installed at a bus stop location during the term of this Agreement without first having obtained written consent of the City Manager. It is agreed, however, that the COMPANY shall have the right to remove individual shelters (after ten (10) days' written notice to the CITY) in the event that such shelters have been subjected to "chronic vandalism" or such shelters have been extensively damaged, resulting in a hazardous condition and cannot be replaced without risk of substantial future damage. The phrase "chronic vandalism" shall be defined to mean damage inflicted to an individual shelter during any three (3) consecutive month period which require cumulative expenditures for replacements or repairs that exceed $ 1000.00.

4. **Relocation of Shelters.** In the event of a change in bus stops or other transportation systems' designations, changes in street design or rights-of-way or changes the City Manager deems necessary for the public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near shelters established as provided above, the COMPANY, at the CITY'S written request, shall relocate a designated shelter to another location mutually agreed to in writing by the CITY and the COMPANY. If requested by the CITY, a shelter must be removed even if CITY and COMPANY cannot agree on a new site.

The expense in connection with such relocation shall be borne by the COMPANY, and the COMPANY shall act expeditiously in order to relocate any such shelter, and in the event that a change of street design or right-of-way location shall require the relocation of a shelter, the COMPANY shall coordinate its work with the contractors or other personnel performing labor in connection with the change of street design or right-of-way location in order to accomplish the relocation expeditiously and without interference to the work related to with the relocation of streets or rights-of-way.

5. **Payment of Fees.** All monies to be paid to the CITY in the form of fees shall be paid in the following manner:

a. Upon full execution of this Agreement, the COMPANY shall pay the CITY the sum of Six Hundred Seventy-Six and 73/100 Dollars ($700) per monthly for all shelters with advertising during the first year of the Agreement. Each bus shelter constructed mid-year shall be prorated. Payments shall increase each year per shelter with advertising effective as of the anniversary date of the Agreement, until the expiration of the term of the Agreement. The monthly payment per shelter shall be adjusted on April 1 of each year of the term by multiplying the applicable payment then being paid by a fraction, the numerator of which shall be the Consumer Price lndex-U.S. South Urban for all items (1982-84 equals 100) ("CPI") for March of the year in which adjustment is being made, and the denominator of which shall be the CPI of April of the prior year. Should the CPI become unavailable, the payment will be made using the then current rate until the CPI is available. In no case shall the adjustment be less than three percent (3%) of the amount being paid in the prior year.

The payment shall be prorated for partial years during which any shelter is in place for less than a full calendar year. At the end of the initial five (5) year term of the contract, a five (5) year extension may begin in accordance with Section 10 below, provided that COMPANY or its assigns remains in good standing in connection with this Agreement as decided at CITY's sole discretion and option.

b. All payments shall be promptly submitted to the City Finance Director and shall reference this Agreement and the particulars of the payment. A list of then existing shelter locations related to the payment shall accompany the payment. Any unpaid balance of fees not paid when due shall bear an interest charge of eighteen (18%) percent per annum until paid.

6. **Community Service.** The COMPANY shall provide space for CITY sponsored adve1tising messages on a space available basis. In the event space is available for CITY sponsored adve1tising messages, the COMPANY shall provide the CITY with one (1) advertising panel, per shelter, per month. In no event shall a paying customer be removed from an ad space that the City Manager wants to utilize for CITY messages. The COMPANY shall not be responsible for paying for public service message materials. The CITY will provide all necessary materials at its sole cost and expense. However, the COMPANY will install at no additional cost to the CITY, such public service adve1tisements within a reasonable time after the advertisements are provided to the COMPANY for installation.

7. **Insurance.** COMPANY, at its own expense, shall procure insurance as follows:

a. Workers' Compensation insurance as required by law.
b. Employers' liability insurance in the amount of $1,000,000.00.
c. Comprehensive general liability insurance to be written on the comprehensive form of policy. The policy must contain minimum limits of liability: $1,000,000.00, each person, $1,000,000.00, each occurrence, bodily injury, $500,000.00, each occurrence, prope11y damage. CITY shall be named as additional insured under (b) and (c) above. COMPANY shall provide proof of insurance to CITY.

8. **Indemnification.** COMPANY agrees to defend, indemnify and hold harmless the CITY, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by any person whomsoever, arising out of, by reason of, directly or indirectly resulting from, or in connection with this Agreement, and from and against any resulting losses, costs, expenses, reasonable attorney fees, liabilities, damages, orders, judgments, or decrees.

9. **Payments.** Any and all payments to the CITY shall be made to the following address:

City of Dania Beach
Finance Department
100 W Dania Beach Blvd
Dania Beach, FL 33004

10. **Term of the Agreement.** This Agreement shall become effective upon execution by the parties and shall remain in full force and effect for a period of five (5) years beginning with the actual date the Agreement is fully executed by the patties, with an option of the CITY for renewal for a five (5) year term.

In addition to the foregoing, the CITY shall have the option at its sole discretion to extend this Agreement for a second additional five (5) year period upon the same or similar terms and conditions as contained in this Agreement. For each such renewal, COMPANY shall notify CITY in writing within ninety (90) days in advance of the expiration of the applicable term and CITY shall grant or deny the request which, if granted, will be evidenced by an amendment to this Agreement.

11. **Amendment.** This Agreement may only be amended by the mutual written consent of the parties. This Agreement, or any interest in it, shall not be assigned, transferred or otherwise encumbered without the prior written consent of CITY.

12. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties and supersedes any and all prior or contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as contained in it.

13. **Termination Right of CITY.** Notwithstanding anything contained in this Agreement which is or appears to be to the contrary , the CITY by and through its City Manager shall have the unilateral right to cancel and terminate this Agreement in the event that the COMPANY becomes insolvent or if the COMPANY commits an act of bankruptcy, makes a general assignment for the benefit of creditors, or if there is filed by or against the COMPANY a voluntary petition in bankruptcy or for the appointment of a receiver, or if a proceeding is commenced under any law relating to bankruptcy, insolvency, reorganization, or for composition, extension, arrangement or adjustment of COMPANY'S obligations and which proceedings are not withdrawn or dismissed within ninety (90) days after commencement or if the COMPANY dissolves itself, or assigns, sells or transfers this Agreement or any portion of it without the CITY's prior written approval. In any such event, the COMPANY shall have the absolute right and responsibility to remove the existing shelters located within the CITY. If shelters are not removed, CITY will be authorized to remove them and dispose of them after thirty (30) days' advance written notice to COMPANY.

14. **Termination for Cause.** Subject to the force majeure provision set forth below, neither party shall terminate or cancel this Agreement, whether by Court action or otherwise unless there is a material default by the other party. For purposes of this Agreement, a material default shall be any monetary default not cured by the COMPANY within fifteen (15) days of receipt of notice from the **CITY,** or any non-monetary default by a party, not cured by such party within thirty (30) days of receipt of written notice. In the event of a default by either party, the non-defaulting party shall have the right to institute a cause of action in the court of appropriate jurisdiction and, under such circumstances, the prevailing patty shall be entitled to reimbursement of its reasonable attorney fees and costs by the non-prevailing party. Neither patty shall be obligated to perform and neither shall be deemed to be in material default under this Agreement if performance of a non-monetary obligation is prevented by the occurrence of any of the following acts ("Force Majeure acts") including, but not limited to, acts of a public enemy, hurricanes, other storms, strikes, laws, and regulation of applicable governmental bodies or any other causes that are not reasonably within the control of the party claiming the right to delay performance on account of such act.

15. **Assignment.** This Agreement shall not be assigned or transferred without the advance written consent of the CITY which consent shall not be unreasonably withheld. A sale of fifty one percent (51%) or more shares of corporate common stock of the COMPANY shall be deemed an assignment for purposes of this section. The COMPANY shall inform the CITY of its intent to transfer ownership with at least thirty (30) days' advance written notice.

16. **Notices.** All notices provided shall be in writing and transmitted by overnight mail, certified mail return receipt requested, or by hand-delivery, and shall be mailed or delivered as follows:

AS TO CITY:
Ana M. Garcia, ICMA-CM
City Manager
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

With a copy to:

Clear Channel Outdoor, LLC
Attn: Jasper Johnson
5800 N. W. 77 Court
Miami, FL 33166

With a copy to:

Clear Channel Outdoor LLC
Attn: Legal Department
2325 E. Camelback Road, Suite 250
Phoenix, Arizona 850156

17. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be addressed in the appropriate court of competent jurisdiction located in Broward County, Florida.

18. **Binding Effect.** The obligations imposed pursuant to this Agreement shall be binding upon and enforceable by and against each of the parties, their successors, grantees and assigns.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
ELORA RIERA, MMC
CITY CLERK

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

_____
EVE A. BOUTSIS, CITY ATTORNEY

COMPANY:
Clear Channel Outdoor, LLC
a foreign limited liability company

WITNESSES:

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024, by _____, as _____ of Clear Channel Outdoor, LLC, a foreign limited liability company. He/She is personally known to me or has produced _____as identification.

_____
NOTARY PUBLIC
State of _____

My Commission Expires:

Exhibit A

List and Location of Shelters

Panel	Media Product	Sales Address	City	Lease #
Market 21002 Miami				
21000 \ A02344 \ 902414	Transit Shelter Display	Dania Bch Bd NS 5ft E/O Gulfstream Rd F/E - I	Dania	80240
21000 \ A02344 \ 902415	Transit Shelter Display	Dania Bch Bd NS 5ft E/O Gulfstream Rd F/W - O	Dania	80240
21000 \ A01060 \ 903810	Transit Shelter Display	Sheridan St NS 65ft W/O SE 7 Ave F/E - I	Dania	80240
21000 \ A01060 \ 903811	Transit Shelter Display	Sheridan St NS 65ft W/O SE 7 Ave F/W - O	Dania	80240
21000 \ A01062 \ 903816	Transit Shelter Display	Sheridan St NS 60ft W/O SE 5 Ave F/E - I	Dania	80240
21000 \ A01062 \ 903817	Transit Shelter Display	Sheridan St NS 60ft W/O SE 5 Ave F/W - O	Dania	80240
21000 \ A01064 \ 903822	Transit Shelter Display	Sheridan St NS 75ft W/O SE 3 Av F/E - I	Dania	80240
21000 \ A01064 \ 903823	Transit Shelter Display	Sheridan St NS 75ft W/O SE 3 Av F/W - O	Dania	80240
21000 \ A01066 \ 903880	Transit Shelter Display	Dania Bch Blvd SS 150ft E/O Fronton Blvd F/W - I	Dania	80240
21000 \ A01066 \ 903881	Transit Shelter Display	Dania Bch Blvd SS 150ft E/O Fronton Blvd F/E - O	Dania	80240

City of Dania Beach
Public Services Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: **APPROVAL OF THE APPROPRIATION OF STORMWATER RESERVE FUNDS TO COVER THE COST OF EMERGENCY CITYWIDE PUMPING SERVICES DURING A MAJOR RAINSTORM EVENT**

Request:
The Public Services Department (PSD) is requesting approval of a resolution authorizing the appropriation of Stormwater Reserve Funds in the amount of $192,072 to cover the cost of contracted services during a major rain event in June 2024.

Background:
On June 12, a significant rain and windstorm caused major flooding in several parts of the city. PSD utilized services from Kailas Corp., a contracted city vendor, to augment in-house staff and equipment resources to assist with flooded areas.

Due to the unforeseen nature of the situation, the PSD operating budget funds were insufficient to cover the cost of emergency services provided by the contractor. Therefore, this situation requires the use of the City's reserved funds.

Budgetary Impact
Funding for emergency services in the amount of $192,072, will be appropriated from the Stormwater Reserve Account No. 403-00-00-389-90-02.

Recommendation
PSD recommends approval of the appropriation of $192,072.00 from the Stormwater Reserve Account to pay for storm-related emergency services with Kailas Corp.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF STORMWATER RESERVE FUNDS IN THE AMOUNT OF ONE HUNDRED NINETY-TWO THOUSAND SEVENTY-TWO DOLLARS ($192,072.00) FOR EMERGENCY STORMWATER CONTROL SERVICES PROVIDED BY KAILAS CORP. DURING A FOUR-DAY STORM EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On June 12, 2024, our City experienced a significant rain and windstorm that lasted 4 (four) days, which resulted in significant flooding in several parts of the City; and

WHEREAS, the Public Services Department utilized the services of Kailas Corp., a firm under contract with the City, to augment in-house staff and equipment resources to assist with critical flooded areas; and

WHEREAS, the unexpected impact of the storm required contracted services for several days resulting in a significant cost; and

WHEREAS, the Stormwater Fund budget is currently insufficient, requiring additional funds to cover the cost of contractual services of this magnitude; and

WHEREAS, City Administration recommends the appropriation and transfer of Stormwater Reserve Funds from the General Fund to the Stormwater Fund to pay for the cost of the services rendered by Kailas Corp.

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

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

Section 2. That the City Commission authorizes the appropriation of Stormwater Reserve Funds to cover the cost of flood mitigation services from Kailas Corp. in the amount of One Hundred Ninety-Two Thousand Seventy-Two Dollars ($192,072.00).

Section 3. Funds will be transferred from to the Stormwater Reserve Account No. 403-00-00-389-90-02 to the Stormwater Contractual Services Account No. 403-38-01-538-34-10.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Public Services Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: **AUTHORIZATION TO AMEND A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE VULNERABILITY ASSESSMENT PROJECT**

Request:
The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the modification of an Agreement with the Florida Department of Environmental Protection (FDEP) for grant funds for the Vulnerability Assessment Project (VAP).

Background:
On October 12, 2023, the City of Dania Beach and FDEP entered into a Grant Agreement (Agreement) in the amount of $95,500 for the VAP pursuant to Resolution No. 2023-117.

FDEP made several revisions to the Agreement, including adding language pertaining to the Rural Areas Opportunity Act, coastal construction, the National Flood Insurance Program, procurement of subcontractors, and Sea Level Impact Projection Study requirements. In addition, FDEP deleted the "Additional Terms" section from Attachment 2. The most impactful change extends the Agreement date December 31, 2024, providing the City with an additional six months to complete the Project.

Budgetary Impact
There is no budgetary impact on this action.

Recommendation
PSD recommends the City Commission adopt a resolution to amend the Agreement with the FDEP for the Vulnerability Assessment Project.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE VULNERABILITY ASSESSMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 12, 2023, the City of Dania Beach (City) and the Florida Department of Environmental Protection (FDEP) entered into an Agreement (22PLN41) for the Vulnerability Assessment Project (Project) pursuant to Resolution No. 2023-117; and

WHEREAS, FDEP revised the following, necessitating the Agreement be amended: Attachment 1 - Standard Terms and Conditions; Attachment 2 - Special Terms and Conditions; Attachment 3 - Grant Work Plan; Attachment 6 – Program-Specific Requirements; and Exhibit H – Contractual Services; and

WHEREAS, the City requested a six-month extension to complete the Project by December 31, 2024, which was accepted by FDEP and added to the amendment.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute Amendment One to the Agreement, attached as Exhibit A, which is incorporated by reference into this resolution, which agreement is with the FDEP for the Vulnerability Assessment Project to authorize an extension of time through December 31, 2024 to complete the project .

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

AMENDMENT NO. 1
TO AGREEMENT NO. 22PLN41
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF DANIA BEACH

This Amendment to Agreement No. 22PLN41 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Dania Beach (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Dania Beach Vulnerability Assessment (Project), effective October 12, 2023; and,

WHEREAS, the Grantee has requested a 6-month extension of the Agreement to complete the required tasks as expected; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 6, and Exhibit H following updates from the Office of the General Counsel and Resilient Florida Program; and

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 30, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Tyler Dunbar
Address: Resilient Florida Program
3900 Commonwealth Boulevard
Tallahassee, FL 32303
Phone: 850-245-8452
Email: Tyler.Dunbar@FloridaDEP.gov

3. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

4. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

5. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

6. Attachment 6, Program-Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program-Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program-Specific Requirements.

7. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF DANIA BEACH

By: _____
Authorized Representative or Designee

Ana M. Garcia, City Manager
Print Name and Title

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Alex Reed, Director
Print Name and Title

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (6 pages)
Attachment	6-A	Revised Program-Specific Requirements (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 pages)

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

ATTACHMENT 1-A

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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

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

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/ Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

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

25. Investing in America

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

a. Signage Requirements

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

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

27. Lobbying and Integrity.

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

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22PLN41 A1

ATTACHMENT 2-A

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

1. Scope of Work.
The Project funded under this Agreement is City of Dania Beach Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021, and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

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

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

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

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

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

8. Insurance Requirements

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

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

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

12. State-owned Land.
The work will not be performed on State-owned land.

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

14. Common Carrier.

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

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

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22PLN41 A1

ATTACHMENT 3-A

PROJECT TITLE: City of Dania Beach Vulnerability Assessment

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

PROJECT DESCRIPTION:
The City of Dania Beach (Grantee) will complete the Dania Beach Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as amend the comprehensive plan to comply with the Peril of Flood statute.

TASKS AND DELIVERABLES:

Task 1: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 2: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and

- **2.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, Florida Statutes (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire

Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;

- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

Task 9: Peril of Flood Compliance

Description: The Project will update the Grantee's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department's Grant Manager will provide the deliverable to the Department of Commerce for preliminary review. The Department of Commerce will have ten (10) working days to review and provide any comment(s) to the Department's Grant Manager, if so desired, but is not required. The intent of any Department of Commerce review at this stage is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

Deliverables: The Grantee will provide the draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

1. Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
2. Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;

3. Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
4. A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60; and
5. A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.
6. Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

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

The Department's Grant Manager will provide the deliverable to the Department of Commerce for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. The Department of Commerce will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, F.S.

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

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

documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

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

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Assemble Steering Committee	Contractual Services	$10,000	$0	$10,000	7/1/2021	09/30/2024
2	Conduct Steering Committee Meetings	Contractual Services	$5,000	$0	$5,000	7/1/2021	09/30/2024
3	Acquire Background Data	Contractual Services	$15,000	$0	$15,000	7/1/2021	09/30/2024
4	Exposure Analysis	Contractual Services	$10,000	$0	$10,000	7/1/2021	09/30/2024
5	Sensitivity Analysis	Contractual Services	$10,000	$0	$10,000	7/1/2021	09/30/2024
6	Identify Focus Areas	Contractual Services	$10,000	$0	$10,000	7/1/2021	09/30/2024
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$26,000	$0	$26,000	7/1/2021	09/30/2024
8	Public Presentation	Contractual Services	$2,000	$0	$2,000	7/1/2021	09/30/2024
9	Peril of Flood Compliance	Contractual Services	$7,500	$0	$7,500	7/1/2021	09/30/2024
		Total:	$95,500	$0	$95,500		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN41

Project Title: City of Dania Beach Vulnerability Assessment

Grantee: City of Dania Beach

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

City of Dania Beach
Public Services Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: **AUTHORIZATION OF A CHANGE ORDER FOR THE PIER RENOVATION PROJECT- INSTALLATION OF 2-FOOT X 6-FOOR SUPPORT BOARDS**

Request:
The Public Services Department (PSD) requests the adoption of a resolution authorizing a change order for the Pier Renovation Project (Project) with Industrial Maintenance Services (IMS). This change order is for the installation of 2-foot x 6-foot support boards on the inside wooden panels in the amount of $53,737.07

Background:
On December 14, 2021, the City Commission awarded ITB No. 21-025 entitled “Pier Refurbishing Project” to Industrial Maintenance Services, Inc. D/B/A IMS Contracting Inc. (“Industrial”) for a comprehensive refurbishment of the more than 25-year-old pier.

During the final inspection of the Pier Renovation Project, the City Inspector requested additional support for the inside wooden panels. This requirement was included, but in a less stringent manner, in the project's specifications and its modification was deemed essential for the structural integrity and safety of the pier.

Budgetary Impact
Funding in the amount of $53,737.07 for IMS change order are available within the existing contract Infrastructure Improvements other than Bldgs. Account No 415-72-15-572-63-10.

Recommendation
The Public Services Department recommends that the City Commission approve funding for IMS change order.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A CHANGE ORDER FOR THE PIER RENOVATION PROJECT WITH IMS CONTRACTING, INC., FOR THE INSTALLATION OF SUPPORT BOARDS ON THE INSIDE WOODEN PANELS OF THE PIER IN AN AMOUNT NOT TO EXCEED FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND SEVEN CENTS ($53,737.07); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 14, 2021, the City Commission awarded ITB No. 21-025 entitled "Pier Refurbishing Project" to Industrial Maintenance Services, Inc. D/B/A IMS Contracting Inc. ("Industrial") for a comprehensive refurbishment of the more than 25-year old pier; and

WHEREAS, the refurbishment project is complete and during the final inspection, additional support was deemed necessary for the inside wooden panels as to maximize the structure's integrity; and

WHEREAS, Industrial has provided a change order for the additional work to install the 2-foot x 6-foot support boards for a cost of Fifty-Three Thousand Seven Hundred Thirty-Seven Dollars and Seven Cents ($53,737.07) and funds are available within the existing contract budget; and

WHEREAS, the Public Services Department recommends the adoption of this change order with Industrial to meet the structural needs of the Pier Refurbishing Project.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a change order with IMS Construction, Inc. for the Pier Refurbishment Project to include the installation of 2' x 6' support boards on the inside wooden panels of the Pier as outlined in Change Order #030, which has been made a part of and incorporated into this Resolution as 'Exhibit A', in an amount not to exceed Fifty-Three Thousand Seven Hundred Thirty-Seven Dollars and Seven Cents ($53,737.07).

Section 3. That funding for the change order is available in the existing contract budget in Pier Fund Account No. 415-72-15-572-63-10 - Infrastructure Other Than Bldgs.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

CONSTRUCTION ITEMIZED BREAKDOWN
Industrial Maintenance Services Inc

OWNER CONTRACT NUMBER	**Dania Beach Pier Repair**
PROJECT LOCATION	
Dania Beach Pier 100 W Dania Beach BLVD.	
PROJECT NUMBER	**NAME OF PRIME CONTRACTOR**
21085	Industrial Maintenance Services Inc
DESCRIPTION OF WORK	
Install 2x6 supports under each center deck section as shown on SK-5	
WRITTEN APPROVAL REQUIRED BY DATE OF: 8/30/2024	**OR SUBJECT TO CONTRACT EXTENSION OR DELAYS**
DAYS ADDED TO CONTRACT: 25	**SEE ATTACHED SCHEDULE**
REQUEST FOR PROPOSAL NUMBER:	**IMS CHANGE ORDER NUMBER: 030**

SUBCONTRACTOR PROPOSAL SUMMARY

LINE NO.	ITEM - (A)					OMITTED WORK	ADDED WORK
1A	SUBCONTRACTOR(S) PROPOSAL					$ -	
1B						$ -	
1C						$ -	
1D						$ -	
1D							$ -
1E						$ -	
2	*(Lines 1A - 1E)* - **SUBTOTAL ►**					$ -	$ -
3	*(Column C, Line 2 minus Column B, Line 2)* - **SUBTOTAL ►**						$ -
4A	PRIME CONTRACTOR FEE*	ON FIRST $20,000	Not to Exceed 10.0% ►	10.0%	$ -		$ -
4B		ON NEXT $30,000	Not to Exceed 7.5% ►	7.5%	$ -		$ -
4C		ON BALANCE OVER $50,000	Not to Exceed 5.0% ►	5.0%	$ -		$ -
5	**SUBCONTRACTOR TOTAL COST ►**						$ -

PRIME CONTRACTOR PROPOSAL SUMMARY

LINE NO.	ITEM - (A)					OMITTED WORK	ADDED WORK
6	**PRIME CONTRACTOR DIRECT LABOR** *(See attached worksheet for details)*					$ -	$ 34,664.00
7	**PRIME CONTRACTOR DIRECT MATERIAL** *(See attached worksheet for details)*					$ -	$ 4,665.00
8	**PRIME CONTRACTOR EQUIPMENT RENTAL** *(See attached worksheet for details)*					$ -	$ 690.56
9	**PRIME CONTRACTOR GENERAL CONDITIONS** *(See attached worksheet for details)*					$ -	$ 5,235.52
10	*(Lines 6, 7, & 8)* - **SUBTOTAL DIRECT COST ►**					$ -	$ 45,255.08
10	*(Column C, Line 9 minus Column B, Line 9)* - **TOTAL DIRECT COST ►**						$ 45,255.08
11A	DIRECT OVERHEAD*	ON FIRST $20,000	Not to Exceed 10.0% ►	10.0%	$ 20,000.00		$ 2,000.00
11B		ON NEXT $30,000	Not to Exceed 7.5% ►	7.5%	$ 25,255.08		$ 1,894.13
11C		ON BALANCE OVER $50,000	Not to Exceed 5.0% ►	5.0%	$ -		$ -
12A	PROFIT*	ON FIRST $20,000	Not to Exceed 10.0% ►	10.0%	$ 20,000.00		$ 2,000.00
12B		ON NEXT $30,000	Not to Exceed 7.5% ►	7.5%	$ 29,149.21		$ 2,186.19
12C		ON BALANCE OVER $50,000	Not to Exceed 5.0% ►	5.0%	$ -		$ -
13	**INSURANCE AND TAXES**** *(for Line 6a-c)*		Enter % ►	0.0%		$ -	$ -
14	**TAXES ON MATERIAL AND EQUIPMENT***** *(for Lines 7 & 8)*		Enter % ►	7.5%		$ -	$ 401.67
15	**PRIME CONTRACTOR SUBTOTAL COSTS ►**					$ -	$ 53,737.07
16	**PRIME CONTRACTOR TOTAL COST ►**						$ 53,737.07
17	**Bonding** *(for Line 16*		Enter % ►	1.0%			$ -
20	*(to include Line 5 above)* - **TOTAL PROPOSAL COST ►**						$ 53,737.07

IMS Estimator:	**Date:**

Direct Overhead and Fee Calculation in accordance with VAAR 852.236-88 (Jul 2002)

Notes

**Prime Contractor's Fee on Subcontractor's Proposal(s) and Prime Contractor's own Direct Overhead and Profit are all negotiable and it is not guaranteed to be awarded at the top of the "Not to Exceed"threshold indicated above. Propose a fair and reasonable percentage based on the level of effort, risk, value of labor, material, and use of construction equipment required to accomplish the change. Through negotiation, the Contracting Officer will ultimately determine what will be considered fair and reasonable with award.*

***All applicable payroll taxes and insurance (worker's comp., etc.) for labor costs.*

INDUSTRIAL
MAINTENANCE
SERVICES, INC.

1920 20th Ave N, Escanaba, MI 49829
PO Box 369, Wells, MI 49894
Phone: (906) 789-9021
Fax: (906) 789-9129

Owner Name: City of Dania Beach	**Project Descrip:**			
IMS Job No.: 21085	**Change Req #:**	X030	**Date:**	08/06/24
Owner Contract No:				

Install 2x6 supports under each center deck section as shown on SK-5

	Hours	***Rate***	***Labor***	***Material***	***Other***	***Equipment***
IMS Superintendent	128.00	$ 75.00	$ 9,600.00	$ -	$ 1,300.00	$ -
IMS Tradesperson	300.00	$ 72.88	$ 21,864.00	$ 4,665.00	$ -	$ -
IMS Project Manager	32.00	$ 100.00	$ 3,200.00	$ -	$ -	$ 690.56
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
	0.00	$ 72.88	$ -	$ -	$ -	$ -
GENERAL CONDITIONS	0.00	$ 98.63	$ -	$ -	$ 3,935.52	$ -
	0.00	$ 98.63	$ -	$ -	$ -	$ -
			Labor	***Material***	***Other***	***Equipment***
			$34,664.00	**$4,665.00**	**$5,235.52**	**$690.56**

25	***Days of Additional Work Required to Contract***

City of Dania Beach
Community Development Memorandum

DATE: 8/27/2024

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

SUBJECT: Modification of Subgrant Agreement between the City of Dania Beach and Florida Atlantic University regarding the Watershed Master Plan Grant.

Request:
The Community Development Department ("Department") is requesting the City Commission to sign Amendment No. 3 to the Master Research Agreement with Florida Atlantic University (FAU).

Background:
The City entered into a Master Research Agreement with FAU on December 15, 2022 for the creation of a Watershed Master Plan in association with the Watershed Planning Grant awarded to the City by the Florida Division of Emergency Management (FDEM) in the amount of $100,000.

The Florida Division of Emergency Management's (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goal of FDEM's Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City's rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents.

On November 20, 2023, FDEM approved an extension to this Agreement through September 30, 2024. The City is requesting another three-month extension to allow additional time for the city to respond to any comments received from FDEM. FDEM has initially approved this extension request and has provided a modification to the executed agreement, that is also on this agenda for approval.

Budgetary Impact
No additional budgetary impact with this request as this is Modification is for an extension approved by FDEM.

Recommendation
The Community Development Department is recommending execution of the attached Modification Number Three.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT #3 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR A THREE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into a grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation; and

WHEREAS, on December 15, 2022, the City entered into Master Research Agreement #C-23-027 with Florida Atlantic University; and

WHEREAS, on September 28, 2023, the City executed Amendment #1 to the Master Research Agreement #C-23-027 extending the Agreement through December 31, 2023; and

WHEREAS, on January 9, 2024, the City executed Amendment #2 to the Master Research Agreement #C-23-027 extending the Agreement through September 30, 2024.

WHEREAS, the City is awaiting comments from relevant agencies, which may revise the City's report and as such the City requires additional time to receive and incorporate those comments; and

WHEREAS, the State has no objection to the request for additional time for the above stated purpose; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to amend the original Master Research Agreement #C-23-207 to allow for a three-month extension.

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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute Amendment #3 to the Master Research Agreement #C-23-027 on behalf of the City of Dania Beach, Florida with Florida Atlantic University for a three-month extension for the creation of a Watershed Master Plan.

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.

Section 4. That funding will be appropriated within the Grant Fund.

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 take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Community Development Memorandum

DATE: 8/27/2024

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

SUBJECT: Modification of Subgrant Agreement between the Division of Emergency Management regarding the Watershed Master Plan Grant.

Request:
Community Development Department ("Department") is requesting the City Commission to execute Modification Number Three to Subgrant Agreement between the Division of Emergency Management (FDEM) and the City of Dania Beach in accordance with the Watershed Master Plan Grant, extending the Agreement through December 31, 2024.

Background:
The Florida Division of Emergency Management's (FDEM) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goal of FDEM's Watershed Master Planning Initiative is to assist local communities in developing a Watershed Master Plan for the purpose of increasing flood resiliency in Florida communities. This initiative will also help improve the City's rating in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) that could provide additional savings on flood insurance premiums for Dania Beach residents.

On November 20, 2023, FDEM approved an extension to this Agreement through September 30, 2024. The City is requesting another three-month extension to allow additional time for the city to respond to any comments received from FDEM. FDEM has initially approved this extension request and has provided a modification to the executed agreement, that is attached to this agenda item.

Budgetary Impact
None

Recommendation
The Community Development Department is recommending execution of the attached Modification.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NUMBER THREE TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A NINE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 3, 2022, City staff applied for the Watershed Planning Grant from the Florida Division of Emergency Management; and

WHEREAS, on November 21, 2022, the City Commission approved the City to enter into an grant agreement with the Florida Division of Emergency Management's Bureau of Mitigation; and

WHEREAS, on September 26, 2023, the City Commission approved Modification Number One to the Subgrant Agreement for a three-month extension; and

WHEREAS, on January 9, 2024, the city executed Modification Number Two to the Subgrant Agreement through September 30, 2024; and

WHEREAS, the Florida Division of Emergency Management's Bureau of Mitigation prioritizes flood risk management as an integral part of its mission; and

WHEREAS, the city timely submitted its report, but is awaiting comments from relevant agencies, which may revise the City's report and as such the City requires additional time to receive and incorporate those comments; and

WHEREAS, the State has no objection to the request for additional time for the above stated purpose; and

WHEREAS, the goals of the Watershed Master Planning Initiative are to assist local communities in developing a Watershed Master Plan for purposes of moving the City's rating up in the Community Rating Systems (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to modify the original Subgrant Agreement to allow for a three-month extension.

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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute Modification Number Three to the Subgrant Agreement, which is attached and incorporated into this Resolution as Exhibit "A", on behalf of the City of Dania Beach, Florida with the Florida Division of Emergency Management, Bureau of Mitigation for a three-month extension for the creation of a Watershed Master Plan.

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.

Section 4. That funding will be appropriated within the Grant Fund.

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 take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Dania Beach
PROJECT #:	4337-004-Pv
PROJECT TITLE:	Phase 2 FDEM Watershed Planning Grant
CONTRACT #:	H0879
MODIFICATION #:	3

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Eleanor Norena Community Development Director 100 W Dania Beach Blvd. Dania Beach, FL 33004

Enclosed is your copy of the proposed contract/modification between **City of Dania Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-5736 or email me at Caitlyn.Stroik@em.myflorida.com.

Contract Number: H0879

Project Number: 4337-004-Pv

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF DANIA BEACH

This Modification Number Three is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Dania Beach ("Sub-Recipient") to modify Contract Number H0879, dated March 9, 2023, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Sub-Recipient under the Hazard Mitigation Grant Program of $75,000.00 in Federal funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement shall expire on September 30, 2024.

WHEREAS, the Division and the Sub-Recipient intend to extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin March 9, 2023 and shall end December 31, 2024; unless terminated earlier in accordance with the provisions of paragraph (17) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in 3rd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 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.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF DANIA BEACH

By: _____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
Watershed Master Planning Initiative
City of Dania Beach, Phase 2 FDEM Watershed Planning Grant
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative or https://www.fau.edu/engineering/research/cwr3/clearinghouse/. The Sub-Recipient may use other materials provided by ISO and located at https://fema.gov. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual[1] and the 2021 Addendum to the Coordinator's Manual[2]). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.
Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP[3] under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:
Data Inventory and Collection:

---

[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf
[2] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf
[3] See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at https://fema.gov.

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of existing drainage system
    c. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
    a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
    a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
    b. the impact of climate change and sea level rise on fully developed conditions
    c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
    d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
    e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Jurisdiction Specific Comments for Task 1:
Task 1 for the Sub-Recipient grant includes the following Steps 1-6 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 1 through 6 with the responsible parties, deliverables, schedule, and payment schedule.

			Month													
Step	**Responsible Party**	**Deliverable**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
Step 1- Background Info Gathering	FAU	Chapters 1 and 2 of the Watershed plan															
Step 2- Policy Documentation for HUCS	FAU	Chapter 3 of the Watershed plan															
Step 3- Risk Models for HUCS	FAU	Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling															
Step 4- Identifying Critical Areas/Solutions in HUCS	FAU	Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC															
Step 5- Action Plan	FAU	Chapter 6 of the Watershed plan – this should complete the planning document															
Step 6 - Submit for Staff Review	City Staff	Delivery and receipt of comments from staff for the planning document															

Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP: An (1) electronic copy of Chapters 1 through 6 of the preliminary Watershed Project Plan; (2) a separate electronic document with all comments from City staff from their review of Chapters 1 through 6 of the preliminary Watershed Project Plan; (3) a separate electronic document listing how and where in Chapters 1 through 6 of the preliminary Watershed Project Plan the Minimum Criteria listed above are met; and (4) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These four electronic documents must be submitted to the Division for review no later than 15 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com. Payment for Deliverable 1 will occur once the Sub-Recipient has received feedback from the Division confirming that Chapters 1 through 6 of their preliminary Watershed Project Plan have been approved. To be approved, Chapters 1 through 6 of the preliminary Watershed Project Plan must show how all the listed Minimum Criteria are met, all comments from City staff must be submitted, and the Sub-Recipient's inventory of data must clearly explain what the Sub-Recipient had at the time of contract execution.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with Deliverable 1 no later than 15 months from the beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1, the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Jurisdiction Specific Comments for Task 2:

Task 2 for the Sub-Recipient grant includes the following Steps 7-10 which will be performed by FAU under subcontract with support from City staff. The table below summarizes Steps 7 through 10 with the responsible parties, deliverables, schedule, and payment schedule.

			Month									
Step	**Responsible Party**	**Deliverable**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**
Revise Draft WMP	FAU											
Step 7- Submit draft WMP to the Division for Review	Staff with FAU support	Chapter 6 of the Watershed plan – this should complete the planning document										
Revisions based on the Division's feedback	FAU											
Step 8 – Submit completed WMP	Staff with FAU support	n/a										
Step 9 - Commission Approval	Staff with FAU support	n/a										

Deliverable 2 - Revise Draft WMP and Submit Completed WMP: An (1) electronic copy of the completed WMP; (2) a separate electronic document with the feedback from City Staff from their review of the completed WMP and explanations of how FAU addressed the feedback; (3) a separate electronic document listing how and where in the completed WMP the Minimum Criteria listed above are met; and (4) a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update. These four electronic documents comprising Deliverable 2 must be submitted to the Division for review no later than 23 months after the beginning of the Period of Performance.

If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and

feedback from the Division received from Deliverable 1, and then resubmit the WMP to the Division no later than 21 months after the beginning of the Period of Performance.
The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the four electronic documents comprising Deliverable 2 no later than 23 months from the beginning of the Period of Performance before payment will be processed. The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:
All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.
All tasks shall be performed under the direct supervision of the Division.
The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	**Total Deliverable Value**	**Due Date**
Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)	$66,666.67	15 Months after beginning of POP
Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)	$33,333.33	23 months after beginning of POP
Total	**$100,000.00**	

Financial Consequences for Non-Performance:
The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.
Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.
If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Data Collection (Task 1)	5
Initial Flood Modelling (Task 1)	5
Preliminary Project Plan (Task 1)	5
Completed WMP (Task 2)	2
WMP Review (Task 2)	2
WMP Revisions (Task 2)	2
Division and Commission Approval (Task 2)	2
Total Period of Performance:	**23**

Total Period of Performance
The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends no later than December 31, 2024.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel	$25,000.00	$18,750.00	$6,250.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	$75,000.00	$56,250.00	$18,750.00
Other			
Project Total:	**$100,000.00**	**$75,000.00**	**$25,000.00**

Funding Summary Totals

Federal Share:	$75,000.00	75.00%
Non-Federal Share:	$25,000.00	25.00%
Total Project Cost:	**$100,000.00**	**100.00%**

City of Dania Beach
Parks & Recreation Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Waiving the competitive bidding and authorizing the City Manager to approve and execute purchases of Equipment illustrated in Exhibit "A" for C.W. Thomas Park construction improvement projects in order to obtain sales tax savings.

Request:
The Parks and Recreation Department is requesting the adoption of a resolution waiving the competitive bidding and authorizing the City Manager to approve and execute purchases of Equipment illustrated in Exhibit "A" for C.W. Thomas Park construction improvements projects in order to obtain sale tax savings.

Background:
On April 9, 2024, the City Commission adopted Resolution No. 2024-042 awarding the Guaranteed Maximum Price (GMP) contract in the amount of Twenty One Million Three Hundred Fifty Four-Thousand Three Hundred Twenty-Two Dollars and Thirty-Five Cents ($21,354,322.35) to Burkhardt Construction, Inc. pursuant to the City Request For Qualifications (RFQ) No. 21-024 entitled, “Construction Management at Risk Services” for construction of improvements at C.W. Thomas Park.

Burkhardt Construction has professionally bid and procured the items listed in Exhibit A on behalf of the City in adherence to the City’s procurement process, as part of the project.

City staff recommends that the City directly purchase the items listed in the attached Exhibit A for the sales tax savings opportunities for the project.

Budgetary Impact
Funding appropriations are appropriated and available in the C.W. Thomas Park Construction Account No. 302-72-03-572-62-10.

Recommendation
It is recommended that the City Commission approve the resolution waiving the competitive bidding and authorizing the City Manager to approve and execute purchases of Equipment illustrated in Exhibit "A" for C.W. Thomas Park construction improvement projects in order to obtain sales tax savings.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE PURCHASE OF OWNER DIRECT PURCHASES FOR C.W. THOMAS PARK IN ORDER TO OBTAIN SALES TAX SAVINGS AS OUTLINED IN EXHIBIT "A" THAT EXCEED THE ANNUAL VENDOR THRESHOLD OF FIFTY THOUSAND DOLLARS ($50,000.00); PROVIDNG FOR CONFLICTS; FURTHER, PROVIDNG FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment, and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids, if she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, on April 9, 2024, the City Commission adopted Resolution No. 2024-042 awarding the Guaranteed Maximum Price (GMP) contract in the amount of twenty one million three hundred fifty four thousand three hundred twenty-two dollars and thirty-five cents ($21,354,322.35) to Burkhardt Construction, Inc. pursuant to the City Request For Qualifications (RFQ) No. 21-024 entitled, "Construction Management at Risk Services" for construction of improvements at C.W. Thomas Park; and

WHEREAS, Burkhardt Construction has professionally bid and procured the items listed in Exhibit A on behalf of the City in adherence to the City's procurement process, as part of the project; and

WHEREAS, City staff recommends that the City directly purchase the items listed in the attached Exhibit A for the sales tax savings opportunities on the project; and

WHEREAS, the Parks and Recreation Department requests that the City Commission waive competitive bidding and authorize the City Manager to approve and execute purchases of the Equipment illustrated in Exhibit "A" for the C.W. Thomas Park construction improvements project.

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 directs the proper City officials to authorize the purchase of the owner direct purchases for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids, which is attached and incorporated into the Resolution as Exhibit "A" as noted above.

Section 3. That funding is available and appropriated within the C.W. Thomas Park Construction Account No. 302-72-03-572-62-10.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

ESTIMATED OWNER DIRECT PURCHASE SUMMARY

6/18/2024

Sales Tax Items	Gross Amount of Material	Sales Tax
Playground 2-5 & 5-12 with Umbrella Shade (Gametime)	$95,067.54	$5,754.05
Benches, Litter / Recycling Receptacles. Bike Racks (Forms + Surfaces)	$93,001.66	$5,672.66
Tree Grates (Iron Age)	$21,468.48	$1,404.48
Scoreboard football / soccer (Daktronics)	$14,621.81	$817.81
Player Bench (BSN)	$4,000.00	$224.00
Multipurpose Artificial Turf Playground & Athletic Field To Include Soccer Goals, Football Goals & Netting (ASTROTURF)	$302,203.33	$21,154.23
Drinking Fountain / Bottle Filler / Shower Tower (McGrory Rec)	$22,967.55	$1,502.55
Site Fitness Equipment (Rep Services)	$23,440.00	$1,456.40
Table & Umbrella (Landscape Forms)	$115,494.00	$6,924.00
Flagpole (Pole Tech)	$5,881.50	$346.50
Chaise Lounge Chairs (Source Furniture)	$9,352.00	$612.00
Shade Structures @ Football Field and Basketball Court (Shade Systems)	$72,784.63	$4,889.18
Doors & Hardware (Butler)	$88,495.62	$5,056.36
Signage (Butler)	$31,585.00	$1,835.00
Wood Gym Floor (Butler)	$65,681.70	$3,765.00
Basketball Gym Equipment (Butler)	$35,718.60	$2,193.13
Kitchen Equipment (Butler)	$27,111.95	$1,581.81
Furniture (Butler)	$49,236.22	$2,834.13
Exercise Equipment (Butler)	$75,596.20	$4,326.20
Toilet Partitions (Butler)	$25,650.48	$1,499.08
SubTotal	**$1,179,358.27**	**Sales Tax Total** **$73,848.57**

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

05/23/2024
Quote #
104654-01-04

CW Thomas - Dania Beach

City of Dania Beach P&R
Attn: Eric Brown
100 W Dania Beach Blvd.
Dania Beach, FL 33004
Phone: 954-924-6800 x3730 Ext. 3730
Fax:954-924-6813
ebrown@daniabeachfl.gov

Ship to Zip 33133

Qty	Part #	Description	List $	Selling $	Ext. Selling $
		~~

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
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05/23/2024
Quote #
104654-01-04

CW Thomas - Dania Beach

RECEIVED
BURKHARDT CONSTRUCTION, INC.
By brandon at 4:26:01 PM, 5/23/2024

Qty	Part #	Description	List $	Selling $	Ext. Selling $
		(2) 19391 -- Support Wilderslide Ii			
		(1) 19419 -- Fun-L Crawl Tube (Attach)			
		(1) 19424 -- Long Exit (Use On 7' & 8' Slides)			
		(1) 19437 -- Dbl w/Spiral Wilderslide II			
		(1) 19476 -- Pond Explorer Panel			
		(1) 19585 -- Letters Maze Above Deck			
		(1) 19674 -- Erratic Climber (Metal) 7'-8'			
		(1) 19786 -- Edge Climber Attachment 2'0/5'0			
		(1) 19792 -- Double Zip slide 4'-0"			
		(1) 19805 -- Splitter 7'			
		(1) 19839 -- Apple Tree Panel Below Deck			
		(1) 19917 -- Modern Transfer w/Guardrail 2' Rise			
		(2) G12068 -- 3 1/2"Uprt Ass'Y Galv 13'			
		(5) G12069 -- 3 1/2"Uprt Ass'Y Galv 14'			
		(1) H12026 -- 11' Heavy Wall Upright			
		(1) H12077 -- 15' Heavy Wall Upright			
1	RDU	GameTime - Custom Panel Wall (with roto-gen panel)	$19,429.00	$17,097.52	$17,097.52
		(2) 6431SP -- Sensory Wall Middle			
		(2) 6432SP -- Sensory Wall End Panel			
		(1) 3950 -- Roller Balls 12" 2S			
		(1) 3906 -- Bells 20" 2S			
		(1) 3964 -- RotoGen Jam Box 20" Sensor with Adapt			
		(1) 3950 -- Roller Balls 12" 2S			
1	3274	GameTime - Sensory Wave Seat	$2,661.00	$2,341.68	$2,341.68
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- *Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!*	$39,000.00	$39,000.00	$39,000.00
		~~			
1	INSTALL	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings- *Two Systems and Freestanding*	$1,800.00	$1,800.00	$1,800.00
1	Permits	5-Star Plus - Building Permits- *Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted.* ***Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.***	$1,800.00	$1,800.00	$1,800.00
				Sub Total	$137,667.54
				Freight	$6,394.03
				Tax	$5,754.05

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
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05/23/2024
Quote #
104654-01-04

CW Thomas - Dania Beach

Qty	Part #	Description	List $	Selling $	Ext. Selling $
				Total	$149,815.62

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for muncipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the muncipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an indepedent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **$149,815.62**

RECEIVED
BURKHARDT CONSTRUCTION, INC.
By brandon at 4:26:07 PM, 5/23/2024

FORMS+SURFACES®
T 800.451.0410 | F 412.385.4715 | www.forms-surfaces.com

Revised: 1/19/2024

QUOTATION # 258207-01

Quotation No: 258207-01
Project: CW Thomas Park
Specifier: Bermello & Ajamil Inc., Coral Gabes, FL
Territory Manager: ED PELAEZ

To:
All Bidders
.
.
United States

Quotation Valid Thru	03/19/2024

Pricing Assumes Projected Delivery Q2 2024
Purchaser to Provide Clean Release for the Lead Times as defined in General Notes

Attention	ESTIMATING DEPARTMENT
Contact Phone	
Terms	50%DEP,BAL NET30 OAC

VALUES BASED ON THE SPECIFIC SCOPE AND TIMING QUOTED. SHOULD SCOPE OR TIMING CHANGE, VALUES WILL BE ADJUSTED ACCORDINGLY

Item	Part / Rev / Description / Details	Quantity	Unit Price	Extended Price
001	**SKTRO** Rev: NS U/M: EA PRODUCT: TRIO BIKE RACK Dimension: 12" L X 2.75" D X 33.5" H Body Material: Cast Aluminum Body Finish: Powdercoat, Aluminum Texture Mounting: Surface Mounted With Embedded Anchors Weight: 25 lbs *MOUNTING HARDWARE KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEMS BELOW	9.0000	547.00 Tax Amount	4,923.00 344.61
002	**911-00033** Rev: 000 U/M: EA TRIO BIKE RACK MOUNTING HARDWARE KIT 1/2" Sst & Epoxy Anchor Kit 2 *MOUNTING HARDWARE KIT COMPONENTS LISTED IN ADDENDUM PAGE	9.0000	105.00 Tax Amount	945.00 66.15
003	**SLAPX-36C** Rev: NS U/M: EA PRODUCT: APEX RECEPTACLE Capacity: 24-Gallon 21.2" W X 15.2" D X 42.5" H Litter And Recycling Opening: Split-Stream Two 18 Gallon Fire Rated Black Polyethylene Liners Inset Material: FSC 100% Cumaru Hardwood FSC Material Reference: FSC-SCS-COC-001461 / FSC 100% FSC License Code C004453 Inset Finish: Natural Oiled Finish Lid, Raincover And Frame Material: Aluminum Lid, Raincover And Frame Finish: Powdercoat, Aluminum Texture Graphic 'A' Option & Message: Graphic A, No Graphic Graphic 'A' Background Color: Not Applicable Graphic 'B' Option & Message: Graphic B, No Graphic Graphic 'B' Background Color: Not Applicable Rain Cover: Included Latch Option: Standard Lift Latch Mounting: Surface Mount	16.0000	2,406.00 Tax Amount	38,496.00 2,694.72

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BURKHARDT CONSTRUCTION, INC.
By Crystal at 2:58:14 PM, 1/26/2024

QUOTATION # 258207-01

	Weight: 11231 lbs *MOUNTING HARDWARE KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEMS BELOW					
004	**906-00246** APEX RECEPTACLE MOUNTING HARDWARE KIT 1/2" Sst & Epoxy Anchor Kit 1 *MOUNTING HARDWARE KIT COMPONENTS LISTED IN ADDENDUM PAGE	Rev: 000	U/M: EA	16.0000	204.00 Tax Amount	3,264.00 228.48
005	**SBTRO-72BW** PRODUCT: TRIO BENCH Dimension: 75" L X 22.7" D X 33.6" H Configuration: Backed Slat Material: FSC 100% Cumaru Hardwood FSC Material Reference: FSC-SCS-COC-001461 / FSC 100% FSC License Code: C004453 Slat Finish: Natural Oiled Finish Frame Material: Cast Aluminum Frame Finish: Powdercoat, Aluminum Texture Armrests: Two (external) / No Arm Mounting: Surface Mount Weight: 166.7 lbs *MOUNTING HARDWARE KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEMS BELOW	Rev: NS	U/M: EA	9.0000	2,727.00 Tax Amount	24,543.00 1,718.01
006	**906-00246** TRIO BENCH MOUNTING HARDWARE KIT 1/2" Sst & Epoxy Anchor Kit 1 *MOUNTING HARDWARE KIT COMPONENTS LISTED IN ADDENDUM PAGE	Rev: 000	U/M: EA	9.0000	204.00 Tax Amount	1,836.00 128.52
007	**SXHP** HANDLING & PACKAGING ONLY FREIGHT CHARGES NOT INCLUDED	Rev: 000	U/M: EA	1.0000	7,031.00 Tax Amount	7,031.00 492.17
008	**SXFRT** FREIGHT Single shipment common carrier ground service consignee responsible for off-loading. Note any damage to crating on delivery receipt before signing for cargo. In the event of actual damage (concealed or otherwise) contact your F+S Project Sales Coordinator immediately, document all damage to packaging and products via digital images and do not discard crating.	Rev: 000	U/M: EA	1.0000	6,291.00	6,291.00

Total Items Price US$ 87,329.00

Total Tax (7%) US$ 5,672.66

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QUOTATION # 258207-01

Grand Total US$ 93,001.66

HARDWARE KIT COMPONENTS

906-00246 – ½" SST & EPOXY ANCHOR KIT 1

EACH KIT CONSISTS OF THE FOLLOWING (Or Equivalent)
(4) Fastenal # 11103167, 1/2" x 0.875" OD Nylatron® General Purpose Flat Washer
(4) McMaster # 92146A033, 18-8 Stainless Steel Split Lock Washer for 1/2" Screw Size
(4) Tamperproof # 6.123112BS, 1/2"-13 x 1.5" Stainless Steel Tamper Resistant Button head socket cap screw
(4) Hilti # 258030, 316 Stainless Steel 1/2" x 5" Internally Threaded Sleeve, QTY 4ea
(4) McMaster Carr # 98017A210, 18-8 Stainless Steel Mil. Spec. Washer, Passivated, 1/2" Screw Size, NAS 1149-C0863R
(1) McMaster Carr # 7257A29, Tamper-Resistant 5/16" Hex Bit, 1/4" Hex Shank
(1) Home Depot # 300656203, ITW Redhead A7, Epcon Acrylic 7 Concrete Anchoring Adhesive

911-00033 – ½" SST & EPOXY ANCHOR KIT 2

EACH KIT CONSISTS OF THE FOLLOWING (Or Equivalent)
(2) Fastenal # 11103167, 1/2" x 0.875" OD Nylatron® General Purpose Flat Washer
(2) McMaster # 92146A033, 18-8 Stainless Steel Split Lock Washer for 1/2" Screw Size
(2) Tamperproof # 6.123112BS, 1/2"-13 x 1.5" Stainless Steel Tamper Resistant Button head socket cap screw
(2) Hilti # 258030, 316 Stainless Steel 1/2" x 5" Internally Threaded Sleeve
(2) McMaster Carr # 98017A210, 18-8 Stainless Steel Mil. Spec. Washer, Passivated, 1/2" Screw Size, NAS 1149-C0863R
(1) McMaster Carr # 7257A29, Tamper-Resistant 5/16" Hex Bit, 1/4" Hex Shank
(1) Home Depot # 300656203, ITW Redhead A7, Epcon Acrylic 7 Concrete Anchoring Adhesive

GENERAL NOTES:

CUSTOMER-CONFIRMED DESIRED SHIP DATE / LEAD TIME INFO:
For scheduling purposes, it is critical to establish an accurate Desired Ship Date.
• If the necessary deposit and approvals are not provided in time to meet the customer-confirmed Desired Ship Date, pricing is subject to change at the discretion of Forms+Surfaces (F+S).
• If a Desired Ship Date is not confirmed, pricing for orders not approved and released to manufacturing within four months of order placement is subject to change at the discretion of F+S.
F+S Project Manager/Sales Coordinator will provide a general timeline of approval milestones necessary to release order to manufacturing along with manufacturing lead time.

LEADTIME: All date references are ESTIMATED and are not guaranteed.
Lead times listed are typical for projects of this nature, however, due to inherent unique project conditions and variations in production schedules and demands it cannot be guaranteed. Forms+Surfaces shall be entitled to deliver the products in installments.

ESTIMATED LEAD TIMES ARE AS FOLLOWS AND ARE NOT GUARANTEED:
Shipment from our Facility will be 8 Weeks after receipt of CLEAN RELEASE (Customer-signed F+S Order Acknowledgement, Approval Drawings, Samples and Field Dimensions (by others) as applicable.

LEAD TIMES MAY VARY BASED UPON THE TIMELINESS OF RETURNED APPROVAL SAMPLES & APPROVAL DRAWINGS.

Larger projects may require phased drawing submittals, production releases and product shipments which may impact lead times.

Orders involving non-F+S, third-party finish materials are subject to potentially longer lead times. F+S does not assume liability for delays in order completion caused by third-party finish material suppliers.

Any “Time is of the Essence” or other performance clauses relating to lead times or project schedules are conditioned upon Supplier’s order approval requirements and quoted lead times for manufacturing, which do not include transit time for delivery. Any claimed financial damages, labor back charges or liquidated damage clauses are conditioned upon: prior mutual negotiation in good faith between Supplier and Buyer; prior written estimate provided to Supplier from Buyer; and final agreement in writing between Supplier and Buyer.

EXPEDITED LEADTIME: Expediting Requests will be evaluated on a per order basis and are subject to additional fees. Due to variations in production schedules and demand, expedited ship dates are not guaranteed.

Expediting fees remain valid as long as order ships within two business days of outside expedited ship date as reflected on the most recently issued F+S Order Acknowledgment or subsequent confirming document.

CUSTOMER COPY

QUOTATION # 258207-01

PRICING AND CONFORMITY:
Values are based on the specific scope of supply and timing quoted. Should scope or timing requirements change, values may be subject to change.

Payment terms are per most recent Quotation or F+S Order Acknowledgment and are not contingent upon any Condition Precedent stipulations by the buyer. F+S rejects any Condition Precedent or Retainage clauses from buying parties.

Credit card payments of $5,000.00 or more are subject to a processing fee of 3% of transaction total.

Any fees associated with customer-stipulated construction management software or billing services will be charged back to customer on invoice.

Buyer assumes liability for all costs incurred by F+S associated with collections efforts on past due accounts, including attorney's fees.

Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.

SCOPE OF WORK:
Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.

All pricing and lead time indications reflect our understanding of the requirements based on the information provided to us from the purchasing party. The purchasing party is responsible for confirming quantities, sizes, finishes and conformity with any relevant plans and specifications. These considerations are independent of any prior F+S specification efforts, drawings or engineering details that may have previously been issued by F+S or otherwise obtained by the buying party or any third-party.

All products will be manufactured per customer-signed F+S Approval Drawings, if applicable. In the event of any discrepancies between executed F+S Approval Drawings and any other documents, the executed F+S Approval Drawings are the determining documents followed in precedence by the most current F+S Order Acknowledgment.

Pricing includes initial set of drawings (if required) supplied after receipt of deposit, and a first revision if required. Additional drawing revisions may be subject to additional charges.

Changes to order details received after approval and release to manufacturing are subject to change order fees and any applicable lead times are subject to resetting at the time changes are re-approved by customer and order can be re-released to manufacturing.

CANCELLATION:
Cancelled or otherwise abandoned orders for which order-specific engineering, drafting or other administrative costs have been incurred are subject to cancellation fees at the sole discretion of F+S. Generally, cancellation fees will not be assessed for orders cancelled or abandoned prior to generation of initial Approval Drawings or other demonstrable administrative activity on behalf of F+S. In the event of order cancellation, and regardless as to the status of any customer-issued purchase orders or other contractual formalities, cancelled or otherwise abandoned orders may be subject to a minimum cancellation charge of $1,500.00 and up to 75% of the order value. Because of the made-to-order nature of F+S products, cancellations are not accepted after order approval for release to manufacturing and production lead time has begun. All cancellation requests must be submitted in writing.

SALES TAX:
If Purchasing Party or Project is tax exempt, a valid resale or exemption certificate must be submitted prior to the order being invoiced. Submission of a valid resale or exemption certificate after order invoicing does not relieve customer of duty to pay sales tax as invoiced. Sales tax is bearing on physical location where material is to be delivered or where customer or their assigns take possession of product. F+S will only collect sales tax in jurisdictions where F+S is legally obligated to do so. Actual amount of sales tax charged is subject to sales tax rates in effect at time of invoicing for all taxable items invoiced regardless of any prior quotations or order acknowledgments issued by F+S.

WARRANTY:
Forms+Surfaces warrants its products to be free from defects in material and workmanship for a period of three (3) years from the date of invoice, unless otherwise stated on the order acknowledgment. Should any failure to conform to this warranty appear within three (3) years after the date of invoice, Forms +Surfaces shall, upon notification thereof and substantiation that the products have been stored and applied in accordance with Forms+Surfaces standards, correct such defects by suitable repair or replacement without charge, at a Forms+Surfaces facility or at location of the products (at election of Forms+Surfaces).

However, if Forms+Surfaces determines repair or replacement is not commercially practical Forms+Surfaces shall issue a credit in favor of buyer in an amount not to exceed the purchase price of the products. This warranty is exclusive and is in lieu of any implied warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express of implied, except the warranty of title and against patent infringement. No waiver, alteration, additions or modifications of the foregoing conditions shall be valid unless made in writing and manually signed by an officer of Forms+Surfaces.

In the event third party finish materials are incorporated into Forms+Surfaces' engineered products by specification or customer request, F+S warranty coverage applies to these materials only to the extent the manufacturer or supplier of the third-party finish materials provides warranty coverage to F+S. Under no circumstances does F+S warranty coverage exceed the warranty coverage provided by the manufacturer or supplier of the third-party finish materials.

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QUOTATION # 258207-01

F+S assumes no liability for, or acceptance of, any claims for monetary compensation without prior written notice to F+S detailing the reason for the claim and the claim amount and without prior acceptance in writing from an authorized F+S employee.

Forms+Surfaces warranty provisions apply only to products that have been paid in full.

Force Majeure – Supplier shall not be liable for any damages or delays in performance of contractual obligations arising from causes beyond the reasonable control and without the fault or negligence of Supplier. Such causes may include but are not restricted to: Acts of God, Nature or the Public Enemy; acts of a governmental body or other regulating authority; war, explosions, fires, floods, earthquakes; public health emergencies or epidemics; quarantine restrictions; strikes, civil unrest, freight embargoes; unusually severe weather.

SHIPPING:
F+S reserves the right to ship orders early at our discretion unless otherwise instructed in writing by the buying party prior to order approval / release to manufacturing. F+S is a build-to-order manufacturer and is not amenable to storing completed orders on behalf of customers. Additional storage and handling fees may be charged for any order that by customer request or disposition (including payment issues) cannot physically ship upon completion.

DELIVERY:
Receiving parties are responsible for off-loading all materials from the carrier and this may require a forklift, pallet jack or other specialized equipment, tools and appropriate manpower. Unpacking, assembly and / or installation are the responsibility of the buying party or their assigns. All deliveries are curbside if no loading dock is available at delivery site. Shipping crates must be carefully inspected (including underside of crates) at time of delivery. ANY VISIBLE DAMAGE TO CRATING MUST BE NOTED ON DELIVERY RECEIPT PRIOR TO SIGNING and contents should be inspected immediately for damage. Any damage to crating or contents should be documented / photographed and immediately reported to your F+S inside sales contact, and all crating and packaging should be retained for inspection. Claims for concealed damage must be made in writing within five (5) days from delivery. Claims for incomplete / short shipments must be made to F+S in writing not later than ten (10) days from delivery.

STORAGE:
F+S shipping crates and packing methodologies are designed for shipping purposes. In the event material must be stored F+S does not assume liability under warranty for damage or deformation of material stored in original packaging for extended periods of time (longer than ten [10] days from delivery) or for any damage due to exposure to the elements.

For questions regarding lead times, deposits, approvals, etc. please contact...

Ed Pelaez
Territory Manager | Miami, Florida
Forms+Surfaces | www.forms-surfaces.com
T 800.451.0410 | M 305.562.5653 | F 412.781.7840
ed.pelaez@forms-surfaces.com

_____
Customer Signature of Acceptance

BY RELEASING F+S TO MANUFACTURE PRODUCT AND / OR TAKING DELIVERY OF SAME, BUYER IS ALSO ACKNOWLEDGING HAVING READ AND AGREEING TO THE EXPANDED FORMS+SURFACES, INC TERMS & CONDITIONS OF SALE THAT CAN BE VIEWED AT: WWW.FORMS-SURFACES.COM/TERMS

PAYMENT INSTRUCTIONS:

USA (For domestic USA entities only, ACH or Wire)

Beneficiary's Name: Forms + Surfaces, Inc
Bank Name: Dollar Bank
Bank Address: 3 Gateway Center, Eleven South
Pittsburgh, PA 15222
ABA Number: 243074385
Account Number: 0908055515

CUSTOMER COPY

IRON AGE DESIGNS
2104 SW 152nd St. Suite #4, Burien, WA 98166
T: 877-418-3568 F: 206-257-0318
IRONAGEGRATES.COM

ESTIMATE

DATE	ESTIMATE #
1/29/2024	230721KA

BILL TO	SHIP TO
Burkhardt Construction. Attention: Crystal	Dania Beach, FL 33004

Please sign and e-mail to sales@ironagegrates.com. By signing this estimate you agree to our Terms and Conditions (attached). Please include your current billing /shipping address, and your contact information for delivery, A/R, and A/P. Please clarify delivery location has certain requirements: jobsite, residence, liftgate, specific delivery hours, etc.

Signature _____ **Date** _____

TERMS	SPECIFIER	REP	EST. LEAD TIME	PROJECT
50% DEP /Balance on Receipt	Bermello Ajamil	KS	12-14 Weeks	CW Thomas Park

ITEM	DESCRIPTION	QTY	COST	TOTAL
OX72-72 I99TGHP12	OX72-72 I99TGHP12: Oblio 72" x 72" Tree Grate, 4 pieces per set, 12" dia. center hole, raw cast iron, fits Iron Age custom frame (sold separately), price per set..	5	2,394.00	11,970.00T
CUT CHR - Center Hole	Cut charge for above grates. Water jet cut center tree hole to required dimension. Price per set. NOTE- Due to the specifics of each pattern, cuts in certain areas may require additional welding/reinforcement, or pattern-work to achieve the intended look and function, which can add significantly to costs. Our quoted number is a budget number , and assumes that no added work beyond cutting is needed. 30" center opening	5	475.00	2,375.00T
FRE72-72M	FRE72-72M: 72" x 72" E-frame for embedment into new concrete, raw steel, price per each- "H" Support to account for the 30" center opening. Ships with (8) qty 1/4-20 x 2" stainless steel star pin-in button head bolts and (1) installation bit. PLEASE RETAIN FOR GRATE INSTALLATION. Receiver is responsible for replacement if lost.	5	576.00	2,880.00T
Freight	Freight - business to business w/out Lift Gate ***Loading dock or fork lift must be present at delivery location. *** *** Surcharges will apply to residential or job site deliveries or lift gate truck. *** *** Truck unloading and installation are not included in this quote. ***		2,839.00	2,839.00T
	Sales Tax		0.00%	0.00

Due to the current market volatility, pricing for the above items is valid for 7 days. Orders received later may be subject to requote.
Order includes job-specific submittal drawings and one revision. Additional revisions will incur hourly drafting charges in addition to this quote.

Total USD 20,064.00

RECEIVED
BURKHARDT CONSTRUCTION, INC.
By Crystal at 7:56:11 AM, 1/31/2024

DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

Thank you for giving Daktronics the opportunity to be your equipment provider. It is important to us that we capture your vision for this project. The provided quote outlines your product selection. Please look it over carefully and work with your salesperson to review and answer any questions.

We look forward to partnering with you on this exciting opportunity!

Placing Order:

When you are ready to place your order, contact your salesperson to obtain order documents. Daktronics will need the following information:

- Finalized equipment decision, including colors
- Delivery location/address
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view Daktronics Graphics File Standards and submit with your order documents.

Additional Information:

Our website and blog offer helpful information. Learn more about what our customers are talking about by visiting the following:

- Could your PA system use an upgrade?
  - Check out our Sports Sound Systems.
- Wishing you could check off more items on your list of needs?
  - See how Daktronics Sports Marketing could add revenue to your budget.
- Curious what other schools have installed?
  - Look through our Daktronics Sports Photo Gallery for ideas.
- Did you know we have an in-house reliability laboratory?
  - Experience the testing your components undergo in our Product Reliability Lab.
- Interested in financing options for orders over $25,000?
  - View our Getting Started Guide to see what Daktronics offers.
- Want to view helpful information related to our products, in addition to stories on how other schools are developing students and generating revenue?
  - Check out our blog.

DAKTRONICS QUOTE # 828493-1-0

Burkhardt Construction
Crystal Caldwell
1400 Alabama Ave
West Palm Beach, FL USA 33401
Phone: (561)659-1400
Fax: (561)659-1402
Email: crystal@burkhardtconstruction.com

24/Jul/2023
Quote Valid for: 60 days
Terms: Payment With Order
Subject to Credit Review
FCA: DESTINATION
Delivery: Call for production time

Reference: CW Thomas Park

Item No.	Model	Description	Qty	Price
1	**MS-2002-R-PV-F**	**PanaView® Multi-Sport Scoreboard; Scoreboard Color: _____; Caption Color: _____; Caption Choice (PERIOD, HALF, or QTR): _____** Cabinet Dimensions: 4' 6" H X 16' 0" W X 0' 8" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: RED Max Power: 300 watts/display Weight: Unpackaged 300 lbs per display; Packaged 570 lbs per display	**1**	**$11,683.00**
	NOTE This scoreboard is also available in Amber and White (White LED Color requires an Additional Charge).		1	
	AS-5010 Kit	All Sport® 5010 Control Console Kit	1	
	Outdoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	1	
	Radio Receiver	Frequency of 2.4 GHz	1	
	TNMC_8x32_Red LED (34mm)	8x32-34mm LED Team Name Message Center; Set of 2; Red LED's Digit Color: RED Weight: Unpackaged 70 lbs per display; Packaged 150 lbs per display	1	
	Stripe; 0A-1091-0183	Perimeter Border Stripe for SO-918, SO-2008, MS-918 and MS-2002 Scoreboards; Color:_____	1	
	12VDC Trumpet Horn w/Power Supply	For Outdoor Scoreboards	1	
	I-Beam Mounting Method (A)	For 2 I-Beams	1	
2	**Taxes**	**Subject to change - 7%**	**1**	**$817.81**
3	**FREIGHT**	**Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.**	**1**	**$1,220.00**
Services				
4	**G5C5-W**	**Five Year Warranty - Parts Coverage - G5G5**	**1**	

Total Price Including Applicable Tax:	**$13,720.81**

Please reference listed sales literature: DD1628383 for G5C5-W, DD1696958 for TNMC_8x32_Red LED (34mm), DD2167412 for MS-2002-R-PV-F, DD3888368 for DAK Score App with All Sport® MX-1 Mobile Scoring Kit with Outdoor Enclosure, SL-03991 for AS-5010 Kit, SL-04370 for Outdoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver

Please reference listed shop drawings: DWG-03899921 for DAK Score App with All Sport® MX-1 Mobile Scoring Kit with Outdoor Enclosure

Options

Please contact your sales representative for additional information

DAK Score App with All Sport® MX-1 Mobile Scoring Kit with Outdoor Enclosure	**DAK Score App with All Sport® MX-1 Mobile Scoring Kit and Gen VI Radio Transmitter. Includes Outdoor Enclosure**	**1**	**$901.00**
Angle Clamp Mounting Method (A)	**For 2 Tubes**	**1**	

Leasing Program
If your purchase exceeds $25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:
$50,000 in total equipment cost = $11,285 per year
$100,000 in total equipment cost = $22,568 per year
$250,000 in total equipment cost = $56,420 per year
Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- **Electrical Installation**
- **Structure**
- **Power**
- **Technical Support/Installation Support**
- **Signal Conduit**
- **Applicable Permits**
- **Front End Equipment**
- **Physical/Mechanical Installation**
- **Foundation**
- **Hoist**
- **Engineering Certification**
- **Labor to Pull Signal Cable**
- **Electrical Switch Gear or Distribution Equipment**

Unless expressly stated otherwise in this Quote # 828493-1 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Kevin Fahy
PHONE: 605-275-1040
FAX:
EMAIL: Kevin.Fahy@daktronics.com

Roberta Bondi
PHONE: +1-605-692-0200
FAX:
EMAIL: Roberta.Bondi@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability	(www.daktronics.com/terms_conditions/SL-02374.pdf)
SL-02375 Standard Terms and Conditions of Sale	(www.daktronics.com/terms_conditions/SL-02375.pdf)
SL-07862 Software License Agreement	(www.daktronics.com/terms_conditions/SL-07862.pdf)

NOTE:
The pricing may be adjusted for freight and taxes depending on the options selected.
Please request order documents to submit your order.

CHECKOUT

1 Checkout Method edit

2 Billing Information edit

3 Shipping Information edit

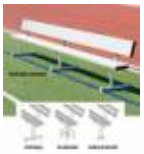
4 Shipping Method edit

5 Order Review

Note: If you're not a public school and wish to pay with a purchase order, and you just registered as a new customer, please take a moment to fill out our Online Customer Information form. This will help us assign your credit terms and release your order quickly.

Flyer Code: 8A

Product Name



27' surface mount bench with back

SKU: BEPH27

In Stock Ships Truck

Flyer 8A

Unit Price $1,599.99

Qty 2

Subtotal $3,199.98

Flyer Code

APPLY

The order confirmation email will be sent to **crystal@burkhardtconstruction.com**

You may also enter additional email addresses here to receive this confirmation

(Enter comma seperated emails)

Merchandise Total:	**$3,199.98**
Freight:(detail)	**$576.00**
Tax:	**$224.00**
CART Total:	**$3,999.98**

For your total order amount, please see your cart total to the left.

CONTINUE

6 **Payment Information**

COMPANY

ORDER INFO

HELP

CATEGORIES

SOCIAL

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formerly Sport Supply Group, Inc.

Contact Us

FW: CW Thomas

1 message

bill@burkhardtconstruction.com <bill@burkhardtconstruction.com> Tue, Ju
To: Brandon Rhodes <brandon@burkhardtconstruction.com>

FYI

From: Wes Allen <wes.allen@astroturf.com>
Sent: Wednesday, June 12, 2024 5:02 PM
To: Bill@burkhardtconstruction.com
Subject: Fwd: CW Thomas

Please see email below for DPO amounts.

Regards,

Wes Allen
Regional Sales Manager Florida
(407) 463-7813| astroturf.com
Wes.Allen@astroturf.com

From: Justin Lefler <Justin.Lefler@astroturf.com>
Sent: Wednesday, June 12, 2024 4:25:08 PM
To: Wes Allen <wes.allen@astroturf.com>
Subject: CW Thomas

Please see attached for estimated values. This will need to be updated once quantities have been confirmed.

DPO Items	Quantity	Units	Unit Price	Total	
57 stone	1500		$ 24.55	$ 36,825.00	$
Playground Turf	3270	SF	$ 4.50	$ 14,715.00	$
Athletic Field Turf	75050	SF	$ 2.74	$ 205,302.49	$
Draper Soccer Goals	1	Set of 2	$ 11,290.65	$ 11,290.65	$
Draper Football Goal Posts	1	Set of 2	$ 18,240.19	$ 18,240.19	$
Netting	80	LF	$ 197.88	$ 15,830.00	$
					$

Thank you,

Justin Lefler
Senior Estimator
(704) 433-7331 | astroturf.com
justin.lefler@astroturf.com

The information in this email and in any attachments is confidential and may be privileged. If you are not the intended recipient, please destroy this message, delete any copies o notify the sender immediately. If you are not the intended or authorized recipient, you should not retain, copy or use this email for any purpose, nor disclose all or any part of its person.

DPO Items	Quantity	Units	Unit Price	Total	Tax
57 stone	1500		$ 24.55	$ 36,825.00	**$ 2,577.75**
Playground Turf	3270	SF	$ 4.50	$ 14,715.00	**$ 1,030.05**
Athletic Field Turf	75050	SF	$ 2.74	$ 205,302.49	**$ 14,371.17**
Draper Soccer Goals	1	Set of 2	$ 11,290.65	$ 11,290.65	**$ 790.35**
Draper Football Goal Posts	1	Set of 2	$ 18,240.19	$ 18,240.19	**$ 1,276.81**
Netting	80	LF	$ 197.88	$ 15,830.00	**$ 1,108.10**
					$ 21,154.23

ASTROTURF BREAKOUT FROM
EMAIL DATED 6/12/24

MCGRORY RECREATION
PO Box 40
Arlington, TN 38002
+1 9542561660
vince@mcgroryrec.com

Estimate

ADDRESS
BURKHARDT
CONSTRUCTION INC
1400 ALABAMA AVE
SUITE 20
WEST PALM BEACH, FL
33401

SHIP TO
BURKHARDT
CONSTRUCTION INC
122 N FLAGLER AVE
POMPANO BEACH, FL
33062

ESTIMATE # 9934
DATE 07/24/2023

ACTIVITY	QTY	RATE	AMOUNT
10145 SMSS BOTTLE FILLER WITH ADA DRINKING FOUNTAIN. STAINLESS STEEL	3	4,710.00	14,130.00
TEMPLATE 10 STAINLESS STEEL SURFACE CARRIER	3	260.00	780.00
565 SMSS OUTDOOR ADA STAINLESS STEEL SHOWER. SURFACE MOUNT	1	4,495.00	4,495.00
TEMPLATE 8 STAINLESS STEEL SURFACE CARRIER	1	260.00	260.00
COLOR COLOR TO BE DETERMINED	1	0.00	0.00

SUBTOTAL	19,665.00
SHIPPING	1,800.00
TOTAL	**$21,465.00**

Accepted By

Accepted Date

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831. 9658 Fax: 866.232.8532 E-mail: sales@repservices.com

E-mail POs and contracts to:
contracts@repservices.com

Please mail checks to:
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To:	Burkhardt Construction, Inc. 1400 Alabama Avenue, Suite 20 West Palm Beach, FL 33401-7048	**Ship To:**	TBD at a later date	**Bill To:**	
Attn:	Crystal Caldwell	**Attn:**		**Attn:**	

Project No:	19519	**Project Name:**	C.W. Thomas Park Improvements	**Project Contact:**	Crystal Caldwell
Proposal No:	19519.03	**Proposal Name:**	C.W. Thomas Park Healthbeat	**Project Location:**	800 NW 2nd St Dania Beach, FL 33004-2751 Project County: Broward
Proposal Date:	1/29/2024	**Proposal Expires:**	2/23/2024		

For Questions Contact: Wendy Bowerman ☎ 407-853-3557 ✉ wendy@repservices.com
Consultant: Kevin Harding ☎ 407-853-3575 ✉ kevin@repservices.com **Opt/Rev:** B/2 1/29/24 - WB

Vendor: Landscape Structures **Proj Drawings:** 19519-2-2 2024.1 593295

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Healthbeat						
Sports & Fitness	IP192451A-001	1 EA	Ab Crunch/leg Lift DB - Order Post Separately*	2,226.00	2,226.00	2,226.00
	IP192452A-001	1 EA	Assisted Row/push-up DB - Order Post Separately*	2,011.00	2,011.00	2,011.00
	IP192453A-001	1 EA	Parallel Bars DB - Order Post Separately*	2,027.00	2,027.00	2,027.00
	IP192454A-001	1 EA	Balance Steps DB - Order Post Separately*	2,940.00	2,940.00	2,940.00
	IP192459A-001	1 EA	Plyometrics DB - Order Post Separately*	2,940.00	2,940.00	2,940.00
	IP192460A-001	1 EA	Pull-up/dip DB - Order Post Separately*	2,326.00	2,326.00	2,326.00
	IP205941A-001	2 EA	Steel Post W/no Attachment - DB	1,145.00	1,145.00	2,290.00
	IP205942A-001	2 EA	Steel Post W/1 Top Attachment - DB	1,145.00	1,145.00	2,290.00
	IP205944A-001	1 EA	Steel Post W/2 And 0 Attachments - DB	1,145.00	1,145.00	1,145.00
	IP205947A-001	1 EA	Steel Post W/3 Attachments - DB	1,145.00	1,145.00	1,145.00
	IP207607A-001	6 EA	Healthbeat Blank Sign Set	0.00	0.00	0.00

Product Subtotal:		$21,340.00
Signed & Sealed Engineering:		$2,100.00
Florida Sales Tax:	6.00%	$1,406.40
Discretionary 1.0% Sales Surtax on the first $5,000 for Broward County, per Florida Statute §212.055	1.00%	$50.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 1,031 lbs Freight Charge		$2,995.00
Landscape Structures Total:		$27,891.40

Installation By RSI Installer: The scope includes the following, as required: 593422

Item	Qty	Description
PERMIT FILING	1 EA	Charge for document preparation for building permit.
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.
INS-LSI	1 LT	Equipment Installation - Landscape Structures
TRASH REMOVAL	1 LT	Trash removal from jobsite
OFFLOADING	1 LT	Offloading Equipment & Mobilization

RSI Installer Total: $16,101.00

General Terms of Sale and Proposal Summary

100% payment for product with the order, net 30 for install.

A 3% convenience fee will be added to credit card payments.

Product:	$23,440.00
Installation:	$16,101.00
Grand Total Tax:	$1,456.40
Freight:	$2,995.00
Proposal Total:	$43,992.40

Notes

Basis of Proposal:
Our offer is based upon email request for repricing fo sent 1/23/2024 for product quote with install for Healthbeat equipment.

RECEIVED
BURKHARDT CONSTRUCTION, INC.
By Crystal at 7:42:17 AM, 1/31/2024

If a performance and payment bond is required, add 3% to the proposal total.
If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule
4 Weeks: Engineering
4 Weeks: Permitting/Submittal Approval
20 Weeks Longest manufacturing lead time. (Typical for scheduling.)
1 Week Shipping
2 Weeks Installation
31 Weeks TOTAL
Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:
Color selection to be made at time of color submittal approval

The HealthBeat equipment listed is to be considered fitness equipment only. Appropriate signage is strongly recommended. Outdoor fitness equipment shall not be placed within defined children's playground areas and shall be separated from the use zones for playground equipment by fencing, mounds, pathways, landscaping, or other barriers.
The Owner/Operator shall install protective surfacing in accordance with specifications F1292 and F1951, as applicable (ref. ASTM F3101-15 10.2).
Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).
Installation:
Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Performance and Payment Bond
- Davis Bacon Wage Rates
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:
Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of *a* product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

Company Name	Authorized By	Printed Name	Date

As Its: _____ (Title)

Quote

Date: 02/05/2024

LF Quote#: 0000394271

PO#:

Project: CW Thomas Park Furnishings

Bill To: Bidders Quote - Luis Salazar Ampie
ATTN: Bidder's Quote
TBA

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: Bidders Quote - Luis Salazar Ampie
ATTN: Bidders Quote - Luis Salazar Ampie
TBA
miami, fl 33132

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description		Unit Price	Total Price
	When ordering please confirm: • Shipping address and contact information (name and ph#) • Billing address and contact information • Is your firm or the project tax exempt? If so, exemption certificate must accompany order • Delivery schedule: ___Ship immediately upon completion OR Ship On/After the date:_____			
10	Charlie Picnic Table		$ 5,480.00	$ 54,800.00
	Picnic Table:	*Picnic Table*		
	Mounting:	*Surface Mount (MUST BE MOUNTED)*		
	Umbrella Hole:	*with Umbrella Hole*		
	Powdercoat Color:	*To Be Advised*		
10	Solstice Umbrella		$ 4,480.00	$ 44,800.00
	Style:	*Cygnus*		
	Panel Type:	*To Be Advised*		
	Mounting:	*WITH Surface Mount Stand (MUST BE MOUNTED)*		
	Pole/Strut/Stand/Top Cap Color:	*To Be Advised*		
	Panel Color:	*To Be Advised*		

Item Total	$ 99,600.00
Shipping & Handling	$ 8,970.00
Sub Total	$ 108,570.00
Estimated Tax	$ 6,924.00

RECEIVED
BURKHARDT CONSTRUCTION, INC.
By Crystal at 2:07:33 PM, 2/8/2024

Cust #: LFBID
SSR: Luis Salazar
Rep: Miami Team, FL2

Purchaser

Landscape Forms Customer Service
Seller

landscapeforms

Quote

Date: 02/05/2024

LF Quote#: 0000394271

PO#:

Project: CW Thomas Park Furnishings

Bill To: Bidders Quote - Luis Salazar Ampie
ATTN: Bidder's Quote
TBA

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: Bidders Quote - Luis Salazar Ampie
ATTN: Bidders Quote - Luis Salazar Ampie
TBA
miami, fl 33132

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
		Document Total	$ 115,494.00

Payment Terms: Pending-Net30

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.

Cust #: LFBID
SSR: Luis Salazar
Rep: Miami Team, FL2

Landscape Forms Customer Service

Purchaser Seller

landscapeforms

Quote

Date: 02/05/2024

LF Quote#: 0000394271

PO#:

Project: CW Thomas Park Furnishings

Bill To: Bidders Quote - Luis Salazar Ampie
ATTN: Bidder's Quote
TBA

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
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www.landscapeforms.com
Federal I.D.# 38-1897577
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Ship To: Bidders Quote - Luis Salazar Ampie
ATTN: Bidders Quote - Luis Salazar Ampie
TBA
miami, fl 33132

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks
Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques
Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Cust #: LFBID
SSR: Luis Salazar
Rep: Miami Team, FL2

Landscape Forms Customer Service

Purchaser | Seller

POLE TECH
FLAGPOLE MANUFACTURER

Flagpole Quotation

Quote Date: February 21, 2024

Quote # **566810**

To: Burkhardt Construction
Attn: Crystal Caldwell

Project: CW Thomas Park
Dania Beach, FL

Quantity	Description	Unit Price	Total Price
2	**30' exposed x 33' overall x 7" butt x 0.188" wall** Aluminum Cone Tapered Flagpole, Clear Anodized Finish, Single External Halyard, Gold Aluminum Ball, Single Revolving Truck, Nylon Halyard, Bronze Snaphooks, Cast Aluminum Cleat, Spun Aluminum Collar, Ground Sleeve Mounting	**2,475.00**	**4,950.00**
	Flagpole Notes: 1) If a Professional Engineer in the State in which the project is located is required, please add $450.00 for the flagpole design only or $650.00 for the flagpole and foundation design to the total price. A Structural Engineer is not available.		
1	**Pricing Is Valid For 30 Days Only.**	**0.00**	**0.00**
1	**We were not supplied with specifications and are quoting a 30' flagpole. Be advised that a written specification may affect our pricing.**	**0.00**	**0.00**

NOTE: 1. We Manufacture FLAGPOLES, BANNER POLES, FIRE DEPT SLIDE POLES, ANTENNA POLES AND SPIRES
*** Please Fax Specs For All These Products to 631-689-5528 ***

Exclusions:

1) Licensed Engineering not included outside New York.
2) Quote limited to source listed above.
3) Please notice any notes / options for each product.
4) All permits are by others.
5) Does NOT include installation, unless noted above.
6) Freight Charge estimated for single shipment.
7) Orders are subject to 25% cancellation fees.
8) Prices valid for 90 days.

Subtotal:	4,950.00
Freight:	585.00
*** Total**	**$5,535.00**

*** Tax is not included. Applied to all orders delivered in NY, NJ and CT only.**

If the above is acceptable, please sign below, and fax back to our office as notice to proceed. Please call if you have any questions. Thank you in advance.

Respectfully Submitted,
Carolyn Barbarite

Signed Approval: _____ Date: _____
Print Name: _____ PO. No. _____
Bill To: _____ Ship To: _____
_____ _____
_____ _____
_____ _____
Contact: _____ Contact: _____
Phone: _____ Fax: _____ Phone: _____ Fax: _____

For established accounts in standing, Terms are Net 30. Payment Terms for All other orders ate **Pre-Paid COD.**

You may pre-pay by **Check or Credit Card.** Please be aware that Lead times vary.

*** Tax is not included. Applied to all orders delivered in NY, NJ and CT only. Resellers must provide a copy of their release certificates. Certificates must be on file fro all tax exempt jobs.**

97 Gnarled Hollow Road. East Setauket New York 11733 USA . Web-site: www.poletech.com
Tel: 631.689.5525 . 800.633.6733 . Fax: 631.689.5528 . E-mail: info@poletech.com

RECEIVED
BURKHARDT CONSTRUCTION, INC.
By Crystal at 7:30:22 AM, 2/22/2024

11451 NW 36th Ave. | Miami, FL 33167 | United States
P: 305.507.9639 | T: 800.260.4512 | F: 305.685.2948

QUOTE

Quote Number	00047771
Created Date	1/19/2024
Expiration Date	8/27/2023

General Information

Name	Crystal Caldwell	Account Manager	Patrick Survilas
Phone	(786) 200-8017	Project Name	Burkhardt Construction, Inc-CW Thomas Park
Email	crystal@burkhardtconstruction.com		

Address Information

Bill To Name	Burkhardt Construction, Inc	Ship To Name	Burkhardt Construction, Inc
Bill To	1400 Alabama Avenue Suite 20 West Palm Beach, Florida 33401 United States	Ship To	United States
		Additional To	United States
Quote To	United States		

Quote Line Items

Image	Product Description	List Price	Sales Price	Quantity	Subtotal	Total Price
	SF-3006-134 Tides Armless Chaise Raw Aluminum Frame. Synthetic Sling Fabric. Width: 27" | Length: 75" | Height: 13" | Seat Width: 26" Seat Length: 48" | Seat Height: 13" | Weight: 20 lbs. | Stackability: 10 Seat Cushion Thickness: 2" | Seat Cushion Yardage: 3 Back Cushion Thickness Thickness: 2" | Back Cushion Yardage: 2 Chaise Sling Seat Yardage: 1 | Chaise Sling Back Yardage: 1	USD 800.00	USD 380.00	23.00	USD 8,740.00	USD 8,740.00

Totals

Subtotal	USD 8,740.00
Discount	0.00%
Total Price	USD 8,740.00
Sales Tax Amount	USD 0.00
Freight Amount	USD 0.00
Grand Total	USD 8,740.00

The information contained in this quotation is subject to change without notice and will not be binding on Source Furniture unless authorized personnel of Source Furniture verify it in writing at the time an order is placed. This quotation is subject to Source Furniture standard terms and conditions and is available upon request. Price quoted is for the quantity shown on this document. Prices quoted for stock items are valid 7 days subject to availability, unless otherwise stated. Prices quoted for specials and nonstandard items are "Price in Effect at Time of Order". Freight for reference only and must be requoted no sooner than 7 days from delivery date.

- **Quotes** are only good until December 31st.
- **All orders require a 50% deposit upon placing the order.** The remaining balance is due prior to any part of the order leaving our facility.
- **Freight** quotes are only valid for 7 working days from the time quote is received.
- **Customer** is responsible for retaining an updated freight quote after the expiration date.
- **This is only a quote**, the actual freight charges may vary and Source Furniture is not responsible for the difference.

Special Order and Made to Order Terms & Conditions of Sale: 50% deposit payment is required to process Special Order & Made to Order

SOURCE FURNITURE
11451 NW 36th Ave. | Miami, FL 33167 | United States
P: 305.507.9639 | T: 800.260.4512 | F: 305.685.2948

QUOTE

Quote Number	00047771
Created Date	1/19/2024
Expiration Date	8/27/2023

production. Note that Special Order & Made to Order lead time is up to 16 weeks excluding holidays. Lead time will start from the date we receive a deposit payment. Please kindly remit payment at once in order not to delay the Special Order and Made to Order production. Due to the nature of Special Order items & Made to order Items, the order cannot be canceled, returned or refunded. In the case that you do need to cancel a Special Order or Made to Order, this invoice or item will be fully charged to your account. By forwarding a deposit payment for this order, you are agreeing to the terms and conditions of the Special Order or Made to Order item.

ATTENTION RECEIVERS: By signing this paper you agree to the below.

The information contained in this quotation is subject to change without notice and will not be binding on Source Furniture unless authorized personnel of Source Furniture verifies it in writing at the time an order is placed. This quotation is subject to Source Furniture standard terms and conditions and is available upon request. Price quoted is for the quantity shown on this document. Prices quoted for stock items are valid 7 days subject to availability unless otherwise stated. Prices quoted for specials and non-standard items are "Price in Effect at Time of Order". Freight for reference only and must be re-quoted no sooner than 7 days from delivery date.

Please inspect each item for damages and correct quantities

NO LIFT GATE UNLESS SPECIFIED

We maintain the right to bill you lift-gate charges ($75.00) should you use this service. Lift-Gate is necessary for locations with no loading dock, in order to simply unload and prevent damages.

Source Furniture does not authorize for the refusal of cargo by the recipient. If the shipment is damaged the recipient must accept the cargo in order for an insurance claim to be filed. Please notate the damage on the delivery receipt while the driver is there and contact us immediately to report the damage. Failure to comply voids any responsibility by the vendor. Without doing so, all responsibility for receiving damaged product falls on the customer. 1.844.366.8464 while the driver is still there if you have any questions.

Any change in powder coat color, sling, or fabric to an order already in production will be subject to a modification fee of up to 50% and a new delivery date based on the originally quoted lead time.

Storage: Customer acknowledges that a failure to pick up completed orders creates a burden on Source Furniture. Accordingly, it is agreed, without limitation to other rights or remedies Source Furniture may have at law or in equity, that if the completed merchandise is not picked up within 90 days of completion, an additional storage fee will be charged equal to $150/month/palate (hereinafter “Storage Fee”). Customer agrees to be responsible for the additional Storage Fee, and that the payment of the Storage Fee will be due and owing, as well as the payment of any remaining outstanding balance, prior to release of the merchandise to the customer, and that Source Furniture shall have and maintain a lien on all such completed merchandise until full payment of the full balance due and the Storage Fee, if any. In the event that the completed merchandise is not picked up within 150 days of completion, then Source Furniture further reserves and shall have the right to dispose of or sell the merchandise to another third party, in its sole and absolute discretion. Under such circumstances, any deposit or other amounts paid will be deemed the sole property of Source Furniture and non-refundable. Source Furniture shall also retain the right to pursue recovery of the full balance remaining in connection with the merchandise, the costs of selling the merchandise to a third party, if any, the Storage Fee, and such other amounts provided for hereunder or by law.

DISPUTE RESOLUTION: The parties agree that the State of Florida shall have jurisdiction over all parties hereto in any suit arising under or related to the Acknowledgement and venue for any such suit shall lie in Miami-Dade County court in Florida except that at the option of either party, any such suit may be resolved by binding arbitration. The parties agree that in the event of any legal action relating to this agreement the prevailing party shall pay the attorney’s fees and cost of the prevailing party.

Wiring Instructions

ACH Instructions
PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222
ABA Number: 267084199
Account Number: 1241223832

Domestic and Foreign Wire Transfer Instructions
PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222
ABA Number: 043000096
SWIFT Code: PNCCUS33
Account Number: 1241223832

All deliveries are curbside unless an upgrade to white glove service has been paid for. White glove is only available in Miami-Dade, Broward, and Palm Beach Counties unless otherwise specified.

By Signing this Sales Quote you are agreeing to the terms and conditions of this order. You may also reply to the email that this Sales Invoice is attached to, agreeing to move forward as an order and referencing the OSF # on the order; this will serve as a signature of acknowledgment and agreement to the terms and conditions of the order.

_____
Name

_____
Date

_____
Signature

4150 S.W. 19 Street
Ocala, FL 34474
p: (800) 609-6066 | f: (352) 237-2256
www.shadesystemsinc.com

Sales Order

Bill To: **Burkhardt Construction**
1400 Alabama Avenue, suite 20
West Palm Beach, Florida 33401
Brandon Rhodes
brandon@burkhardtconstruction.com

Prepared By: **Jeremy Purkis (ext. 119)**
(800) 609-6066
jeremy@shadesystemsinc.com

Quote No.: Q-11280
Quote Date: 4/23/2024
Expires On: 6/30/2024

Project Name: **CW Thomas Park Improvements**

Thank you for your interest in Shade Systems. We are happy to quote the following product(s):

QTY	DESCRIPTION	EACH	TOTAL
2	19' x 42' Single Cantilever - 16' Eave - Pier Mounted Columns - Per attached drawing dated 1/23/2024 CoolNet™ Color:_____ Powder-Coat Color:_____	$29,636.10	$59,272.20
1	8' x 23' Offset T-Cantilever - 12' Eave - Pier Mounted Columns - Per attached drawing dated 1/24/2024 CoolNet™ Color:_____ Powder-Coat Color:_____	$8,623.25	$8,623.25
2	Florida Professional Engineer Sealed Drawings	$675.00	$1,350.00
2	Florida Professional Engineer Sealed Calculations	$300.00	$600.00
1	7%, Broward County, Florida State Sales Tax	$4,889.18	$4,889.18
1	Shipping / Handling Charge to Dania Beach, Florida 33401	$3,116.00	$3,116.00
1	Optional: Professional installation, including truck unloading, and materials. (Permitting and associated costs are excluded)	$108,489.50	$108,489.50
		TOTAL:	$186,340.13

IMPORTANT TERMS & CONDITIONS:

- All products quoted are per standard Shade Systems specifications per our catalog with column type(s) indicated above.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available upon request at additional cost.
- No site work, concrete cutting, or landscaping, are included. We are not responsible for any damages to underground utilities or irrigation lines, nor for replenishment of any damaged sod or landscaping/trees. Customer is responsible for identifying any underground utilities and capping or re-routing same. Customer to provide clear access to site for heavy machinery, including tree removal or trimming, and including removal of any fence sections as required.
- While we always take care to protect property, because we must access the installation site with heavy equipment, we cannot be responsible for any damages to existing sidewalks, pavers, asphalt or other hardscapes or sod as we pass over them.
- Customer to provide a current survey of the site. Quote to include our standard professional engineer-sealed drawings and calculations only. Any additional building department requests such as "community appearance board" meeting(s), soil borings, testing, spot survey, etc., which require the services of a professional engineer are not included in this quotation. This quote assumes normal ground conditions; unusual underground conditions such as high water table, loose/unstable soil conditions, underground boulders, or other unexpected underground obstacles which necessitate extraction or soil testing and/or re-design of footings are not included and will be quoted as an additional cost if encountered.
- The sizes and heights proposed are pursuant to information you have provided and must be verified by you on site. We are not responsible for any conflicts with existing conditions, being too close to landscaping, sidewalks, curbs, seating areas, buildings, etc.
- This quote is subject to site inspection at which time obstacles or other adverse site conditions may require a change in quotation.

- Current shipping schedule is estimated at 6 to 8 weeks after issuance of permit. (Permitting and all associated costs are excluded)
- To place this order, please indicate desired colors in the space above and return signed copy of this Sales Order with your deposit payment in the amount of 50% of the Sales Order total. Balance will be due via ACH or wire transfer prior to attachment of canopies. Please note this order is non-cancelable, and deposit is non-refundable.

ABOVE APPROVED AND ACCEPTED:

By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees to pay to the seller interest on accounts past due at a rate of 1.50% per month or the maximum allowed interest rate by applicable law, whichever is lower, all collection costs including attorney's fees, and other costs involved in the collection or any accounts past due. Buyer agrees this order is not cancelable.

BY:_____ TITLE:_____ DATE:_____

BUTLER CONSTRUCTION

ODPO SALES TAX SAVINGS WORKSHEET

CW Thomas Park

Job #: *202403*

Date: *06/18/24*

ODPO #	Description	ODPO AMOUNT	Sales Tax Included	Credit to Owner	Sales Tax Credit Realized	Subcontractor CO #	Owner CPR #	Owner CO #
	Doors / Frames / Hardware	$ 83,439.26	$ 5,056.36	$ (88,495.62)	$ (5,056.36)			
	Signage	$ 29,750.00	$ 1,835.00	$ (31,585.00)	$ (1,835.00)			
	Wood Gym Flooring	$ 61,916.70	$ 3,765.00	$ (65,681.70)	$ (3,765.00)			
	Basketball Gym Equipment	$ 50,000.00	$ 3,050.00	$ (53,050.00)	$ (3,050.00)			
	Kitchen Equipment	$ 25,530.14	$ 1,581.81	$ (27,111.95)	$ (1,581.81)			
	Furniture	$ 46,402.09	$ 2,834.13	$ (49,236.22)	$ (2,834.13)			
	Exercise Equipment	$ 71,270.00	$ 4,326.20	$ (75,596.20)	$ (4,326.20)			
	Toilet Partitions	$ 24,151.40	$ 1,499.08	$ (25,650.48)	$ (1,499.08)			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
				$ -	$ -			
			$ 23,947.58	*$ (416,407.17)*	*$ (23,947.58)*			

City of Dania Beach
Parks & Recreation Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Awarding RFP No. 24-011, entitled "Pier Concession Management" to HZIP LLC and authorizing City Officials to execute an agreement with HZIP LLC for management of the Diana Beach Pier and Bait Shop.

Request:
The Parks and Recreation Department is requesting the adoption of a resolution awarding the request for proposal No. 24-011, entitled "Pier Concession Management" to HZIP LLC and authorizing the proper City Officials to execute an agreement with HZIP LLC for management of the Diana Beach Pier and Bait Shop.

Background:
The City's pier and bait shop is currently managed through an agreement with Westrec Marina Management, Inc, whose agreement expired on July 31, 2024, and was extended on a month-to-month basis through October 31st, 2024.

The City advertised RFP No. 2024-011 for Pier Concession Management on May 13, 2024, and the bids were publicly opened on June 26, 2024. The City received one response from HZIP, LLC ("HZIP"), and an Evaluation Committee consisting of the City's Director of Parks and Recreation, Deputy Director of Parks and Recreation and the Facilities Foreman met on June 26, 2024, to review and evaluate the proposal and determined that it was both responsive and responsible.

HZIP will serve as a full-service operator to provide the City with expertise and support across every aspect of pier concession and bait shop management. They will manage all day-to-day operations, ensuring efficient functionality and enhancing the visitor experience. This includes managing admissions, fee collections, and customer service. Regular maintenance and safety inspections will be conducted to keep the pier and facilities in optimal condition. This encompasses routine cleaning, minor repairs, and safety protocol enforcement. HZIP will be responsible for all routine maintenance and minor repairs of the pier and bait shop facilities. This includes regular cleaning, equipment maintenance, and minor repairs up to $5,000.00 in cost. The City agrees to pay any amounts that exceed $5,000.00 per instance. All will be done under the general supervision of the Department of Parks and Recreation.

HZIP will provide site improvements, including but not limited to, infrastructure upgrades,

equipment purchases, aesthetic enhancements and build-out, estimated to cost between Thirty Thousand Dollars ($30,000.00) to Forty Thousand Dollars ($40,000.00) at no cost to the City. The City will also receive one hundred percent (100%) of all pier access fees and five percent (5%) of all gross sales from the bait shop.

HZIP will be responsible for all facets of the day-to-day operations and maintenance of the pier and bait shop and provide ongoing recommendations to the City for the successful operation of the facility in order to provide the best overall customer experience and enhance the value of the Pier as an asset of the City.

Budgetary Impact
The City shall pay HZIP an annual management fee of One Hundred Eighty-Eight Thousand Eight Hundred Dollars ($188,800.00) for managing the operations and maintenance of the pier and bait shop. Funding appropriations are appropriated and available in the City Ocean Park Fund Pier Contractual Services Account No. 415-72-15-572-34-10.

Recommendation
It is recommended that the City Commission adopt the resolution awarding the request for proposal No. 24-011, entitled "Pier Concession Management" to HZIP LLC and authorizing the proper City Officials to execute an agreement with HZIP LLC for management of the Diana Beach Pier and Bait Shop.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING THE REQUEST FOR PROPOSALS ("RFP") NO. 24-011, ENTITLED "PIER CONCESSION MANAGEMENT" TO HZIP, LLC AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH HZIP, LLC, FOR MANAGEMENT OF THE DANIA BEACH PIER AND BAIT SHOP; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Pier is currently managed through an agreement with Westrec Marina Management, Inc., which agreement expired on July 31, 2024 and has been extended for a month-to-month basis; and

WHEREAS, the City advertised Request for Proposals ("RFP") No. 2024-011 "Pier Concession Management" in the Sun-Sentinel, and posted on the City's website and Demand-Star on May 13, 2024, with bids publicly closing on June 13, 2024; and

WHEREAS, the City received one response from HZIP, LLC ("HZIP"), and an Evaluation Committee consisting of the City's Director of Parks and Recreation, Deputy Director of Parks and Recreation and the Facilities Foreman met on June 26, 2024 to review and evaluate the proposal and determined that it was both responsive and responsible; and

WHEREAS, the City Administration recommends execution of an Agreement with HZIP, LLC ("HZIP") for a period of five (5) years with one (1) renewal for a two (2) year period, subject to approval of the City; and

WHEREAS, the City shall pay HZIP an annual management fee of One Hundred Eighty-Eight Thousand Eight Hundred Dollars ($188,800.00) for managing the operations and maintenance of the pier and bait shop; and

WHEREAS, the City will receive one hundred percent (100%) of all pier access fees and five percent (5%) of all gross sales from the bait shop; and

WHEREAS, HZIP will provide site improvements, including but not limited to, infrastructure upgrades, equipment purchases, aesthetic enhancements and build-out, estimated to cost between Thirty Thousand Dollars ($30,000.00) to Forty Thousand Dollars ($40,000.00) at no cost to the City; and

WHEREAS, HZIP will pay all invoices for repairs, maintenance and improvements totaling less than Five Thousand Dollars ($5,000.00); and

WHEREAS, HZIP will be responsible for all facets of the day-to-day operations and maintenance of the pier and bait shop and provide ongoing recommendations to the City for the successful operation of the facility in order to provide the best overall customer experience and enhance the value of the Pier as an asset of the City.

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

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

Section 2. That the City of Dania Beach directs the proper City officials are authorized to execute an Agreement with HZIP LLC, which is attached and incorporated into this Resolution as Exhibit "A", with HZIP for management of the Dania Beach Pier and Bait Shop as outlined above, including the length of the term of the Agreement as noted above.

Section 3. That funding appropriations are appropriated and available in the City Ocean Park Fund Pier Contractual Services Account No. 415-72-15-572-34-10.

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

Section 5. That this Resolution shall become effective 10 days after adoption.

PASSED AND ADOPTED on _____ 2024.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

SIGNATURE PAGE TO FOLLOW

ATTEST:

_____	_____
ELORA RIERA, MMC	ARCHIBALD J. RYAN IV
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND HZIP LLC FOR PIER CONCESSION MANAGEMENT SERVICES AS FURTHER DESCRIBED IN THE CITY'S REQUEST FOR PROPOSALS ("RFP") NO. 24-011, ENTITLED "PIER CONCESSION MANAGEMENT".

This is an Agreement ("Agreement") dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and HZIP LLC, a Florida limited liability company ("Contractor") with a mailing address of 30 Birchshire Lane, #1, Palm Coast, Florida 32137/.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals ("RFP" No. 24-011, is effective upon execution by all parties. A copy of RFP No. 24-011 is attached as Exhibit "A" and made a part of and incorporated into this Agreement by this reference) and shall be considered as part of this Agreement.

2. The Contractor has submitted their Scope of Services and Fee Schedule in response to RFP No. 24-011 which is attached as Exhibit "B" and is incorporated into this Agreement by this reference.

3. The City shall pay the Contractor an annual management fee of One Hundred Eighty Eight Thousand Eight Hundred Dollars ($188,800.00) for managing the operations and maintenance of the pier and bait shop.

4. The term of this Agreement will be for a period of five (5) years with the option for one (1) renewal for a two (2) year period, subject to City approval.

5. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

    a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
    b. Claims based upon negligence or any tort arising out of this Agreement;
    c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

That in all respects, the terms of Exhibit "A" and Exhibit "B" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

CITY OF DANIA BEACH, FLORIDA, a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
HZIP LLC, a Florida limited liability company

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Title

Dated: _____, 2024

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024 by _____, as _____ of HZIP LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

_____
Notary Public, State of Florida

_____
Print Name :

City of Dania Beach
Community Development Memorandum

DATE: 8/27/2024

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

SUBJECT: **AUTHORIZATION TO AWARD ITB NO. 24-006 "PLANNING, ZONING AND CODE COMPLIANCE SOFTWARE" PROJECT**

Request:
The Community Development Department requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 24-006 "Planning, Zoning and Code Compliance Software" Project to Tyler Technologies Inc., in an amount not to exceed $356,577

Background:
The Community Development Department is looking to upgrade the city's Permitting & Licensing system to a more modern and robust system capable of streamlining processes, increasing efficiency, enhancing transparency, and increasing customer satisfaction.

On March 6, 2024, the City issued an Invitation to bid ("ITB") No. 24-006 for "Planning, Zoning and Code Compliance Software" and on April 17, 2024, the City received eleven (11) responses to ITB No. 24-006, shown below:

1.	BS&A Software	$234,845.00
2.	City View	$399,620.00
3.	Civic Plus	$142,500.00
4.	Granicus LLC	$132,269.15
5.	Intuitive Municipal Solutions	$320,000.00
6.	MCCi	$282,365.45
7.	Online Solutions, LLC	$330,000.00
8.	OpenGov	$372,927.53
9.	Speridian Technologies	$340,000.00
10.	The Davenport Group USA, Ltd.	$284,000.00
11.	Tyler Technologies, Inc.	$356,577.00

The Bid Committee, consisting of the Community Development Director, Community Development Deputy Director, Code Compliance Manager, IT Director, Deputy Finance

Director and the City's Procurement Administrator, following two rounds of demonstrations from the highest ranked Proposers, met on June 21, 2024, and selected Tyler Technologies, Inc. as the most qualified, responsive bidder.

The department recommends that the City Commission award RFP 2024-00 to Tyler Technologies, Inc. and authorize the proper City officials to negotiate and execute a final agreement for an amount not to exceed Three Hundred Fifty-Six Thousand Five Hundred and Seventy-Seven Dollars ($356,577.00), to include the implementation cost and year one software maintenance.

Budgetary Impact
The funding for this project, to include the implementation cost and one year software maintenance, has been budgeted and allocated within the Information Technology Fund in an amount not to exceed Three Hundred Fifty-Six Thousand Five Hundred and Seventy-Seven Dollars ($356,577.00).

Recommendation
Community Development recommends the City Commission adopt a resolution to award ITB-24-006 "Planning, Zoning and Code Compliance Software" project to Tyler Technologies, Inc. in the amount not to exceed $356,577.00

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS ("RFP") NO. 24-006 "PLANNING, ZONING AND CODE COMPLAINCE SOFTWARE" TO TYLER TECHNOLOGY INC. PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Department is seeking to upgrade the city's Permitting & Licensing system to streamline processes, increase efficiency, enhance transparency, and increase customer satisfaction.; and

WHEREAS, on March 6, 2024, the City issued Request for Proposals ("RFP") No. 2024-006 for "Planning, Zoning and Code Compliance Software", and

WHEREAS, on April 17, 2024, the City received eleven (11) responses to RFP No. 2024-006, shown below:

1.	BS&A Software	$234,845.00
2.	City View	$399,620.00
3.	Civic Plus	$142,500.00
4.	Granicus LLC	$132,269.15
5.	Intuitive Municipal Solutions	$320,000.00
6.	MCCi	$282,365.45
7.	Online Solutions, LLC	$330,000.00
8.	OpenGov	$372,927.53
9.	Speridian Technologies	$340,000.00
10.	The Davenport Group USA, Ltd.	$284,000.00
11.	Tyler Technologies, Inc.	$356,577.00; and

WHEREAS, the Bid Committee, consisting of the Community Development Director, Community Development Deputy Director, Code Compliance Manager, IT Director, Deputy Finance Director and the City's Procurement Administrator, following two rounds of demonstrations from the highest ranked Proposers, met on June 21, 2024 and selected Tyler Technologies, Inc. as the most qualified, responsive bidder; and

WHEREAS, the City Administration recommends that the City Commission award RFP 2024-00 to Tyler Technologies, Inc. and authorize the proper City officials to negotiate and execute a final agreement in an amount not to exceed Three Hundred Fifty-Six Thousand Five Hundred and Seventy-Seven Dollars ($356,577.00), to include the implementation cost and year one software maintenance.

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

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

Section 2. That the City Commission authorizes the proper City officials to negotiate and execute a final Agreement with Tyler Technologies, Inc. for Planning, Zoning and Code Compliance Software.

Section 3. The funding for this project, to include the implementation cost and year one software maintenance, has been budgeted and allocated within the Information Technology Fund in an amount not to exceed Three Hundred Fifty-Six Thousand Five Hundred and Seventy-Seven Dollars ($356,577.00).

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____	_____
ELORA RIERA, MMC	ARCHIBALD J. RYAN IV
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Community Development Memorandum

DATE: 8/27/2024

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: Authorization to Award Request for Qualifications (RFQ) No.24-016, entitled "Professional Surveying and Mapping Services".

Request:
The Community Development Department is requesting the adoption of a resolution authorizing the award of RFQ #24-016 entitled "Professional Surveying and Mapping Services".

Background:
The City of Dania Beach requires the services of professionals, surveyors, and mapping specialists for a variety of projects and desires to enter into continuing services contracts with these firms. To this end, A RFQ for the "Professional Surveying and Mapping Services" was advertised in the Sun-Sentinel on June 20, 2024, and posted on the City's website and on Demand-Star. The City received sixteen (16) responses, which were opened publicly on July 11, 2024. The RFQ evaluation committee was composed of the Community Development Director, the Community Development Deputy Director and the Permitting Office Supervisor. The committee reviewed all proposals and scored each firm.

Based on the selection process the evaluation committee recommends awarding the consulting continuing service contracts to the firms listed below. The new professional continuing service contract will be for a period of five years (5), expiring on September 1, 2029. Each firm will be authorized for up to $100,000.00.

1. Calvin Giordano & Associates
2. Caulfield and Wheeler, Inc
3. Craven, Thompson and Associates
4. Engenuity Group, Inc
5. Florida Technical Consultants
6. Longitude Surveyors, LLC
7. Miller Legg and Associates
8. SMG Delivering Data

Budgetary Impact
Funding will be appropriated based on the needs of each project/scope of services, either through the adopted budget or as approved by the City Manager and/or City Commission.

Recommendation
The Community Development Department recommends the City Commission approval of this resolution to award RFQ-24-016 “Professional Surveying and Mapping Services” continuing services contracts for services not to exceed $100,000 per firm for a period of five (5) years, expiring on September 1, 2029.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EACH OF THE FOLLOWING EIGHT (8) FIRMS FOR SURVEYING AND/OR MAPPING SERVICES: 1) CALVIN, GIORDANO & ASSOCIATES, INC. 2) CAULFIELD & WHEELER, INC. 3) CRAVEN, THOMPSON & ASSOCIATES, INC. 4) ENGENUITY GROUP, INC. 5) FLORIDA TECHNICAL CONSULTANTS. 6) LONGITUDE SURVEYORS, LLC. 7) MILLER LEGG AND ASSOCIATES. 8) SMG DELIVERING DATA.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if she is authorized to do so in advance by a resolution adopted by the City Commission; and if applicable, such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies such as the federal government, State of Florida or a Florida municipality or county; 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 at $50,000.00 without City Commission approval, therefore authorization is requested to approve each vendor to provide up to $100,000.00 worth of services; and

WHEREAS, the City issued a Request for Qualifications under RFQ 24-016 on June 20, 2024, to contract with various qualified consultants, for surveying and/or mapping services for various City projects, to comply with the Florida law known as the Consultant's Competitive Negotiation Act (CCNA), Statute 287.055; and

WHEREAS, responses were opened on July 11, 2024; and

WHEREAS, a Review Committee consisting of the City's Community Development Director, Deputy Director, and Permitting Office Supervisor, met on July 29, 2024, and evaluated sixteen (16) submittals; after an evaluation process, the Selection Committee selected and recommends eight (8) qualified consultants; and

WHEREAS, the City will enter into a "continuing contract" with each company, for five (5) years expiring on September 1, 2029, allowing the City to terminate any contract after notice.

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 as being true and corrected, and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City Manager or her designee is authorized to execute continuing services agreements between the City of Dania Beach and the eight (8) consultants: 1) Calvin Giordano & Associates. 2) Caulfield and Wheeler, Inc. 3) Craven, Thompson and Associates. 4) Engenuity Group, Inc. 5) Florida Technical Consultants. 6) Longitude Surveyors, LLC. 7) Miller Legg and Associates. 8) SMG Delivering Data.

Section 3. That the funding for these services shall be subject to and made within the respective Departments' approval level of their respective annual budget appropriations and in accordance with City ordinance and purchasing policy procedures.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

SIGNATURE PAGE TO FOLLOW

ATTEST:

_____	_____
ELORA RIERA, MMC	ARCHIBALD J. RYAN IV
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Human Resources Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, , ICMA-CM, Deputy City Manager
Linda Gonzalez, Chief Human Resources Officer, SHRM-SCP, IPMA-SCP

SUBJECT: Request approval of a resolution to contract with temporary labor services vendors based on a Request for Proposals (RFP

Request:
The Human Resources Department (HR) requests approval of a resolution to contract with temporary labor services vendors based on a Request for Proposals (RFP), conducted by the City's Procurement Division, and to exceed the City's annual vendor threshold of $50,000.00.

Background:
City departments utilize temporary staffing services for ongoing staffing needs, including unplanned and unforeseen instances that arise throughout the fiscal year. The City conducted a solicitation for these services in 2022 and contracted with eight (8) vendors. However, departments have not been satisfied with their level of service and availability of temporary staff. To ensure the vendors contracted for these services are capable of meeting the needs of the City, Administration determined it was in the best interest of the City to issue another solicitation.

The City issued a solicitation for these services and intends to make a recommendation of award to the City Commission at their August 27th meeting to the following firms, who met all qualifications of the RFP terms. HR is seeking approval to utilize the following 8 vendors and exceed the $50,000 annual vendor threshold, where applicable:

1. A & Associates,
2. Waterfield Florida Staffing LLC,
3. Alpha1 Staffing,
4. CD Staffing,
5. HCT Certified Accounts and Consultants LLC,
6. LanceSoft, Inc
7. Precision Staffing,
8. ZenTech Consulting LLC

All Department use of temporary staffing shall be made within the respective department's

approved operating budget for FY2024 – FY2025. The contract term is two (2) years with two (2) additional two (2) year term options..

Budgetary Impact
All expenditures for temporary labor services will be made within the current and future fiscal year's budgeted accounts, within the respective departments/divisions.

Recommendation
The City Administration recommends approval of the resolution to contract with temporary labor services vendors through the City's RFP #24-017, and to exceed the City's annual vendor threshold of $50,000.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY PERSONNEL SERVICES TO BE OBTAINED FROM A POOL OF VENDORS IN ACCORDANCE WITH REQUEST FOR PROPOSALS ("RFP") NO. 24-017; AUTHORIZING THAT ALL PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Manager has determined that certain unplanned and unforeseen instances may arise throughout the fiscal year which warrant the use of various temporary personnel services by City Departments; and

WHEREAS, on June 20, 2024, the City issued RFP No. 24-017 entitled Temporary Employment Services, for the solicitation of temporary personnel services and on July 11, 2024, the City received and opened nine (9) responses to the RFP; and

WHEREAS, on August 14, 2024, the Evaluation Committee, consisting of the Community Development Director, the Public Services Superintendent, and the Chief Human Resources Officer, reviewed the eight (8) responsive submittals; and

WHEREAS, it has been determined that not every employment agency provides all positions which may be required by the City and therefore, it is necessary to obtain services from multiple agencies and the Evaluation Committee recommends establishing a pool of the following vendors for use:

- Waterfield Florida Staffing LLC
- Alpha1 Staffing
- CD Staffing
- HCT Certified Accountants and Consultants LLC
- LanceSoft Inc.

- Precision Staffing
- ZenTech Consulting
- A & Associates, Inc.; and

WHEREAS, the initial term of the agreements will be for two years with the option to renew for two (2) additional two-year terms.

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

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

Section 2. That the City Commission authorizes the procurement of temporary personnel services from the selected employment agencies solicited via RFP No. 24-017. in an amount that may exceed the annual vendor threshold of Fifty Thousand Dollars ($50,000.00) for each year that the Agreements are in place.

Section 3. That all Department purchases from any temporary personnel vendor shall be within the respective Departments approved annual budget appropriations.

Section 4. That the proper City officials are authorized to execute Agreements with the various temporary employment services vendors to provide temporary employment services to individual City Departments as the needs arise, which Agreement template is attached as Exhibit "A" and made a part of this Resolution by this reference.

Section 5. That the City Manager and City Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the City.

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

Section 7. That this Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA _____ FOR TEMPORARY STAFFING NEEDS AS DESCRIBED IN THE CITY'S REQUEST FOR PROPOSALS ("RFP") NO. 24-017, ENTITLED "TEMPORARY EMPLOYMENT SERVICES".

This is an Agreement ("Agreement") dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and _____ (the "Contractor"), a Florida corporation with an address of _____.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. This Agreement between the Contractor and the City under the City of Dania Beach Request for Proposals ("RFP") No. 24-017 is effective beginning _____ through and including _____. A copy of RFP No. 24-017 is attached as Exhibit "A" and made a part of and incorporated into this Agreement by this reference) and shall be considered as part of this Agreement.

2. By mutual consent of both parties, this Agreement may be extended for two (2) additional two-year terms.

3. The Contractor has submitted their Scope of Services and Fee Schedule in response to RFP No. 24-017 which is attached as Exhibit "B" and is incorporated into this Agreement by this reference.

4. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

    a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
    b. Claims based upon negligence or any tort arising out of this Agreement;

c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

5. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

6. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

7. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

That in all respects, the terms of Exhibit "A" and Exhibit "B" apply to this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:
FLORIDA,

CITY OF DANIA BEACH,

a Florida municipal corporation

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

_____
EVE A. BOUTSIS
CITY ATTORNEY

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:

WITNESSES:

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
PRINT Name

_____
SIGNATURE

_____
Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____ 2024, by _____ as _____ of _____,on behalf of the corporation. He/she is personally known to me or produced _____ as identification and did (did not) take an oath.

_____
NOTARY PUBLIC
State of Florida

My Commission Expires:

City of Dania Beach
Community Development Memorandum

DATE: 8/27/2024

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
Claudia Viviana Batista, Planning Manager

SUBJECT: **SP-087-23:** The property owner, Rumur Properties LTD, is requesting approval of the Site Plan, for the construction of a new 5,000-square-foot warehouse located at 2555 W State Road 84.

Request:
The applicant is requesting Site Plan approval to build a new warehouse redevelopment of a 5,000-square-foot structure with ten (10) parking spaces.

Background:
The subject property is approximately one and a half (1.4) acres parcel located north of State Road 84, Marina Mile, and east of Secret Woods Nature Center. The parcel has an existing building of 14,099 square feet and forty-four (44) parking spaces to remain. The existing use of the site is an office and warehouse for vessel engine repair. The property is currently operating as RPM Diesel Engine Co. Inc. Approval of the requested Site Plan would allow for the development of a new warehouse of 5,000 square feet in addition to the existing building for a workshop and ancillary office, resulting in a total building square footage of 19,491. The site is surrounded by commercial and industrial uses.

Site Plan:
The proposed new development would consist of a 5,000 warehouse and ancillary office with ten (10) parking spaces. With this site plan request, the applicant is seeking a perpetual cross-access agreement between the City and the neighbor to the north (S.S Rocks, LLC) identified with folio No. 504220000122 for a perpetual access easement for vehicular and pedestrian access, ingress, and egress over and across that 50-foot wide eastern portion for full access and use of the Fire Hydrant. This will preserve the existing vehicle movement between the properties.

COMMUNITY OUTREACH
On March 4, 2024, the developer sent notices to nearby properties of the subject property notifying the proposed development. A summary of the outreach meeting is included in the backup materials. No objections to the project have been received by the City.

TRAFFIC STUDY:
The traffic study submitted by Speath Engineering was updated on January 3, 2024. The City Engineer accepted the findings in the report.

Stormwater Management:
The City's Code of Ordinance requires a storm water management plan for the site to be submitted and approved prior to issuance of a building permit. A stormwater management plan is mandatory for all projects that change the surface to be impervious or alter pervious areas, regardless of City Commission approval. Post-development runoff must not exceed predevelopment runoff rates for a 25-year storm event. The City's current drainage level of service is to retain the first inch of rainfall on-site and maintain predevelopment runoff rates for a 25-year storm event. The City enforces a "General Requirements" stormwater management plan, including an "interim design standard" specifying groundwater and surface water levels before a design event. Please refer to Resolution No. 2023-039 and Ordinance No. 2023-007.

The Site Plan identifies thirty percent (29.9%) of land as the pervious area, it meets the pervious minimum requirement of twenty percent (20%) as required by the Land Development Code Sec.205-10(D).

DEVELOPMENT REVIEW COMMITTEE (DRC)
The Site Plan Modification was reviewed by the DRC on November 16, 2023, and January 17, 2024; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant, and the Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and are provided below.

Conditions of Approval:

1. In the event that the proposed construction causes adverse drainage effects to the surrounding areas, it is the responsibility of the owner of the development to address the concerns of the neighbors and provide a solution at the owner's expense. (Engineering)
2. The site has existing offsite drainage connections to the West parcel. The connections shall be reviewed and approved by Broward County (BC) at the time of the submittal to obtain the BC SWM license. (Engineering)
3. The South invert for the connection of the drain shall be included to the manhole callout located at the SW corner of the site improvements. (Engineering)
4. The design plans shall be revised to show that the ADA parking spaces, and aisle shall be resurfaced and regraded to meet ADA standards. Proposed elevations shall be added to CS-03 demonstrating that the new parking spaces and aisle are sloped no greater than 2% in any direction. The existing ADA parking space and aisle shall be examined, and improvements made to ensure the area is ADA-compliant, as applicable. (Engineering)
5. Call out the proposed curb along SR-84 on CS-03 where the driveway accesses are to be closed. (Engineering)
6. A root barrier between the landscaping in the retention area and the exfiltration trench shall be provided. (Engineering)
7. Provide the Broward County Water and Wastewater letter of availability. (Engineering)
8. Provide the FDOT Pre-Application letter. (Engineering)
9. Additional comments may apply at the time of building and ROW permitting. (Engineering)
10. Provide regulatory agencies' approval documentation and Permits/Licenses (as

applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads, as applicable. (Engineering)

11. Provide a cross-access agreement between, S.S Rocks, LLC and City of Dania Beach that identifies perpetual access easement for vehicular and pedestrian access, ingress, and egress over and across that 50-foot wide eastern portion for full access and use of the Fire Hydrant for the City Attorney review. It must be recorded before issuance of the Certificate of Occupancy. (Planning)
12. The developer is required to participate in the City's Public Art program, as delineated in Article 811, of the Land Development Code, by payment into the City's Public Art fund or through payment and installation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction which will be established at the time of building permit submittal (Planning).
13. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen details with the next submittal. The City Commission must approve the use of the City Logo. (Planning).
14. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include but is not limited to, the location of equipment and material during construction. (Planning).
15. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for the period of construction prior to issuance of a building permit. (Planning).

Comprehensive Plan:

This application supports the City's Comprehensive Plan by furthering the following goals:

Future Land Use Element

- **Policy 1.3** 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 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, Broward County Department of Planning and Environmental Protection, Broward County, and independent drainage districts. (B.C. P. # 09.09.01)

Budgetary Impact

Approval of the Site Plan will enable the development and enhancement of the subject site, expanding the City's tax roll and collecting Public Art impact fees.

Recommendation
Approve the resolution for the Site Plan Modification provided the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-087-23) SUBMITTED BY RUMUR PROPERTIES LTD, FOR PROPERTY LOCATED AT 2555 W STATE ROAD 84, WITHIN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Code of Ordinances, Chapter 28, entitled "Land Development Code" ("LDC"), Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans," provides that site plan approval is required as a condition to the issuance of a building permit and prior to the commencement of construction; and

WHEREAS, Peacock Architects, on behalf of Rumur Properties LTD, (the "Applicant") is requesting Site Plan approval (SP-087-23) to permit the construction of a new 5,000-square-foot warehouse north of an existing warehouse, on Property in the City of Dania Beach, located on the north side of State Road 84 and west side of SW 25th Terrace, bearing the address 2555 W State Road 84, as legally described in Exhibit "A", a copy of which is made a part of and incorporated into this resolution; and

WHEREAS, the Applicant is requesting approval of the proposed Site Plan (SP-087-23) to permit the future development of the subject property pursuant to and consistent with the attached site plan provided as Exhibit "B"; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Chapter 28, Part 6 of the LDC, Article 610; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City Commission finds that the approval of the proposed Site Plan (SP-087-23) is consistent with the City's Land Development Code and Comprehensive Plan and will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-087-23) request is consistent with the City's Comprehensive Plan and Land Development Regulations.

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 pursuant to Chapter 28, Land Development Code, Part 6, "Development Review Procedures and Requirements", Article 635, "Site Plan", the following Site Plan (SP-087-23), attached as Exhibit "B", which is made a part of and incorporated into this Resolution by reference, is approved.

Section 3. That the approval granted by this Resolution is subject to the Applicant's compliance with the following conditions:

1. In the event that the proposed construction causes adverse drainage effects to the surrounding areas, it is the responsibility of the owner of the development to address the concerns of the neighbors and provide a solution at the owner's expense. (Engineering)
2. The site has existing offsite drainage connections to the West parcel. The connections shall be reviewed and approved by Broward County (BC) at the time of the submittal to obtain the BC SWM license. (Engineering)
3. The South invert for the connection of the drain shall be included to the manhole callout located at the SW corner of the site improvements. (Engineering)
4. The design plans shall be revised to show that the ADA parking spaces and aisle shall be resurfaced and regraded to meet ADA standards. Proposed elevations shall be added to CS-03 demonstrating that the new parking spaces and aisle are sloped no greater than 2% in any direction. The existing ADA parking space and aisle shall be examined, and improvements made to ensure the area is ADA-compliant, as applicable. (Engineering)
5. Call out the proposed curb along SR-84 on CS-03 where the driveway accesses are to be closed. (Engineering)
6. A root barrier between the landscaping in the retention area and the exfiltration trench shall be provided. (Engineering)
7. Provide the Broward County Water and Wastewater letter of availability. (Engineering)
8. Provide the FDOT Pre-Application letter. (Engineering)
9. Additional comments may apply at the time of building and ROW permitting. (Engineering)
10. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation,

BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads, as applicable. (Engineering)

11. Provide a cross-access agreement between, S.S Rocks, LLC and City of Dania Beach that identifies perpetual access easement for vehicular and pedestrian access, ingress, and egress over and across that 50-foot wide eastern portion for full access and use of the Fire Hydrant for the City Attorney review. It must be recorded before issuance of the Certificate of Occupancy. (Planning)

12. The developer is required to participate in the City's Public Art program, as delineated in Article 811, of the Land Development Code, by payment into the City's Public Art fund or through payment and installation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction which will be established at the time of building permit submittal (Planning).

13. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen details with the next submittal. The City Commission must approve the use of the City Logo. (Planning).

14. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include but is not limited to, the location of equipment and material during construction. (Planning).

15. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for the period of construction prior to issuance of a building permit. (Planning).

Section 4. That pursuant to Chapter 28, Part 6 of the LDC, Article 635, Section 635-100 entitled "expiration of site plans; procedure for extension," the site plan approval shall automatically expire and become null and void unless the applicant files a complete building permit application with construction drawings for the improvements shown on the site plan, within eighteen (18) months from the date of this resolution.

Section 5. Such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner, located at 220 SW 45 Street, Suite 101, Dania Beach, Florida 33312 (954) 359-6100.

Section 6. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a State or Federal agency and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a State or Federal agency, or undertakes actions that result in a violation of State or Federal law.

Section 7. That the associated Planning & Zoning Division Staff Report prepared for the above application(s) is incorporated into this resolution as findings of fact.

Section 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. That this Resolution shall be 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

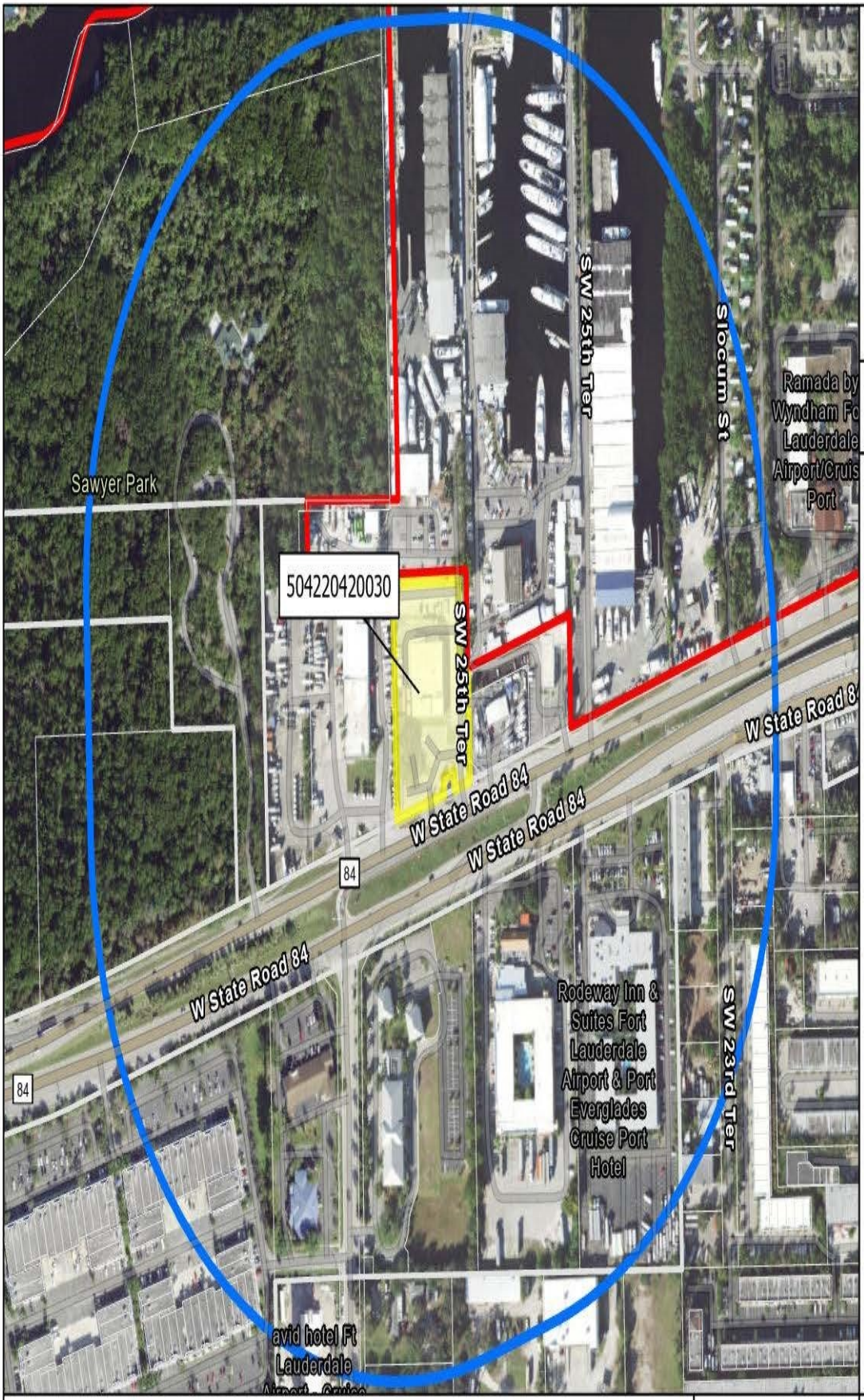
_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

PARCEL “C”, “R.P.M PLAT”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 149, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

FILE NUMBER
SP-087-23

PROJECT NAME
RPM NORTH WAREHOUSE

FOLIO
504220420030

ADDRESS
2555 W STATE RD 84

REQUEST
SITE PLAN FOR THE PROPOSED CONSTRUCTION OF A 5,000 SF WAREHOUSE

APPLICANT
RUMUR PROPERTIES LTD

Legend

- Parcels
- Proposed Parcels
- Dania Beach Boundary
- 1,000 ft Buffer

N

Date:7/16/ 2024

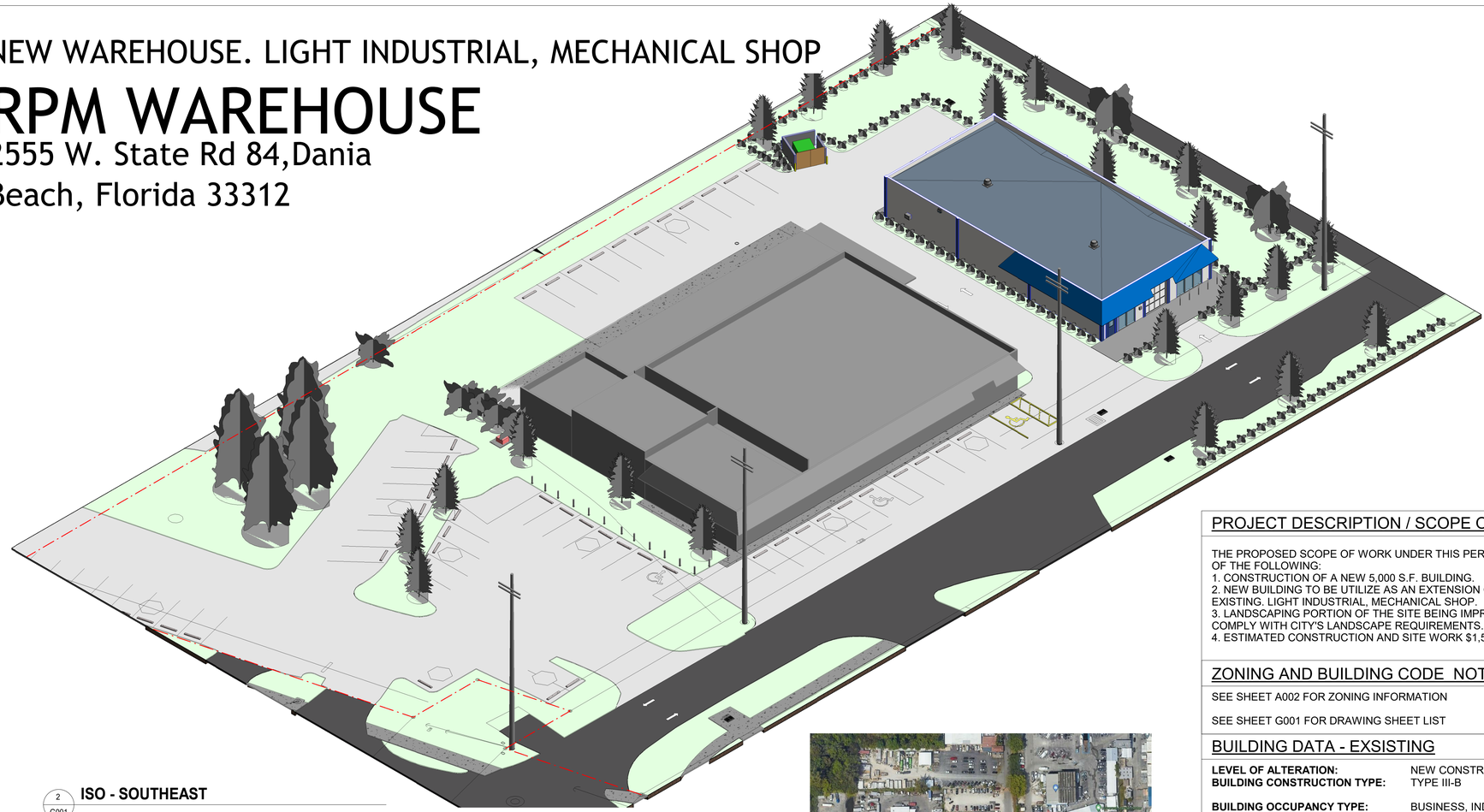
When Printed on 8 1/2" x 11"
1 Inch equals 400 feet

0 440 Feet

NEW WAREHOUSE. LIGHT INDUSTRIAL, MECHANICAL SHOP

RPM WAREHOUSE

2555 W. State Rd 84,Dania Beach, Florida 33312



2 G001 **ISO - SOUTHEAST**

PROJECT MANAGER

CRAIG DANTOS, PROJECT MANAGER
CDANTO@DANTOBUILDERS.COM
(954) 229-2006
DEBBIE DANTO, PROJECT MANAGER
DEBBIE@DANTOBUILDERS.COM
(954) 229-2006

OWNER

RPM DIESEL ENGINE CO
954-587-1620

ARCHITECT

PEACOCK ARCHITECTS
1512 E BROWARD BLVD, SUITE 102,
FORT LAUDERDALE, FL 33301
954-728-8000
TAMARA PEACOCK, ARCHITECT
TAMARA@TAMARAPEACOCK.COM

CRISTIN PEACOCK, PROJECT MANAGER
CRISTIN@PEACOCKARCHITECT.COM

JUAN UJUETA, ARCHITECTURAL DESIGNER
JUAN@PEACOCKARCHITECT.COM

CIVIL ENGINEER

SPEATH ENGINEERING
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MIAMI, FL 33130
(305) 834-4213
MATTHEW S. SPEATH, PE
MSPEATH@SPEATHENGINEERING.COM

STRUCTURAL

MASTER CONSULTING ENGINEERS
4101 RAVENSWOOD RD., SUITE 320
FORT LAUDERDALE, FL, 33312
954-210-7671
CAROLYN VEGA GONZALEZ
CAROLYN.VEGA-GONZALEZ@MCENGINEERS.COM

MEP

DANTO BUILDERS
4901 NW 17TH WAY, SUITE 503
FORT LAUDERDALE, FL 33309
(954) 229-2006
DEBBIE DANTO, PROJECT MANAGER
DEBBIE@DANTOBUILDERS.COM

CONTRACTOR

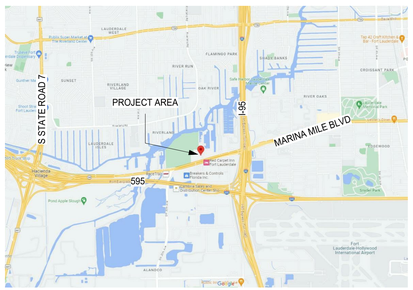
DANTO BUILDERS
4901 NW 17TH WAY, SUITE 503
FORT LAUDERDALE, FL 33309
(954) 229-2006
CRAIG DANTOS
DEBBIE@DANTOBUILDERS.COM

Drawing List

SHEET NO	SHEET NAME	ISSUE HISTORY: SITE PLAN REVIEW	ISSUE HISTORY: PERMIT SET	ISSUE HISTORY: ADDENDUM 1	Current Revision	Current Revision Date	Discipline
G001	COVER SHEET						Architectural
V001	TOPOGRAPHIC SURVEY						Survey
V002	RECORDED PLAT PAGE 1						Survey
V003	RECORDED PLAT PAGE 2						Survey
A000	VICINITY PLAN						Architectural
A001	FULL SITE PLAN						Architectural
A002	ENLARGED PROPOSED SITE PLAN						Architectural
A003	LANDSCAPE PLAN						Architectural
A004	LANDSCAPE NOTES & DETAILS						Architectural
A005	ARCHITECTURAL IRRIGATION PLAN						Architectural
A101	FLOOR PLAN						Architectural
A102	ELEVATIONS						Architectural
A103	STAGING PLAN						Architectural
L-101	PHOTOMETRIC STUDY	○	○	○			Presentation
CS-01	COVER SHEET						Civil
CS-02	EXISTING CONDITIONS						Civil
CS-03	OVERALL SITE PLAN						Civil
CS-04	SITE PLAN						Civil
CS-05	UTILITY PLAN						Civil
CS-06	DETAILS						Civil
CS-07	SWPPP						Civil

PEACOCK ARCHITECTS
1512 E BROWARD BLVD, SUITE 102,
FORT LAUDERDALE, FL 33301
(954) 728-8000

SITE MAP — TRUE NORTH



VICINITY MAP — TRUE NORTH

PROJECT DESCRIPTION / SCOPE OF WORK

THE PROPOSED SCOPE OF WORK UNDER THIS PERMIT CONSISTS OF THE FOLLOWING:
1. CONSTRUCTION OF A NEW 5,000 S.F. BUILDING.
2. NEW BUILDING TO BE UTILIZE AS AN EXTENSION OF THE EXISTING. LIGHT INDUSTRIAL, MECHANICAL SHOP.
3. LANDSCAPING PORTION OF THE SITE BEING IMPROVED TO FULLY COMPLY WITH CITY'S LANDSCAPE REQUIREMENTS.
4. ESTIMATED CONSTRUCTION AND SITE WORK $1,500,000

ZONING AND BUILDING CODE NOTES

SEE SHEET A002 FOR ZONING INFORMATION

SEE SHEET G001 FOR DRAWING SHEET LIST

BUILDING DATA - EXSISTING

LEVEL OF ALTERATION:	NEW CONSTRUCTION
BUILDING CONSTRUCTION TYPE:	TYPE III-B
BUILDING OCCUPANCY TYPE:	BUSINESS, INDUSTRIAL
BUILDING SQUARE FOOTAGE:	10,903
ADDRESS:	2555 W. STATE ROAD 84 DANIA BEACH, FL 33312
LEGAL DESCRIPTION:	R.P.M. PLAT 149-35 B PARCEL C
FOLIO NUMBER :	504220420030

BUILDING DATA - PROPOSED

LEVEL OF ALTERATION:	NEW CONSTRUCTION
BUILDING CONSTRUCTION TYPE:	TYPE III-B
BUILDING OCCUPANCY TYPE:	INDUSTRIAL
BUILDING SQUARE FOOTAGE:	5,000
ADDRESS:	2555 W. STATE ROAD 84 DANIA BEACH, FL 33312
LEGAL DESCRIPTION:	R.P.M. PLAT 149-35 B PARCEL C
FOLIO NUMBER :	504220420030

APPLICABLE CODES

2020 FBC (FLORIDA BUILDING CODE), BUILDING, 7TH EDITION
2020 FBC, EXISTING BUILDING, 7TH EDITION
2020 FBC, ACCESSIBILITY, 7TH EDITION
2020 FBC, ENERGY CONSERVATION, 7TH EDITION
2020 FBC, MECHANICAL, 7TH EDITION
2020 FBC, PLUMBING, 7TH EDITION

2020 FLORIDA FIRE PREVENTION CODE 7TH EDITION WITH FL EDITS:
- NFPA 1 FIRE CODE (2021)
- NFPA 101 LIFE SAFETY CODE (2020)

2020 NFPA 70 NATIONAL ELECTRIC CODE (NEC)
2022 NFPA 72 NATIONAL FIRE ALARM AND SIGNALING CODE
2021 NFPA 5000 BUILDING CONSTRUCTION AND SAFETY CODE

2020 TEST PROTOCOLS FOR HIGH VELOCITY HURRICANE ZONE 7TH EDITION

ANSI A117.1 (AMERICAN NATIONAL STANDARDS INSTITUTE) BARRIER FREE CODE AND ADA
(AMERICANS WITH DISABILITIES ACT) STANDARD FOR ACCESSIBLE DESIGN (2010) TITLE 1

PEACOCK ARCHITECTS
1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

THE TAMARA PEACOCK CO. ARCHITECTS
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Fort Lauderdale, FL 33301
PH: 954-728-8000

CIVIL SPEATH ENGINEERING
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Miami, FL 33130
PH: 305-834-4213

MEP DANTO BUILDERS
4901 NW 17TH WAY, SUITE 503
FORT LAUDERDALE, FL 33309
(954) 229-2006

STRUCTURAL MCE ENGINEERS, INC
4101 RAVENSWOOD ROAD SUITE 320
FORT LAUDERDALE, FL 33312
PH: 954-390-2628

OWNER:
RPM DIESEL ENGINE CO
2555 W STATE ROAD 84,
DANIA BEACH, FL 33312
PH: 954-587-1620

PROJECT NAME:
RPM WAREHOUSE

2555 W. STATE ROAD 84, DANIA BEACH, FL 33312

Digitally signed by Tamara Peacock
DN: cn=Tamara Peacock, o=Florida, ou=Licensed Professional, email=tamara@tamarapeacock.com, c=US
Date: 2024.07.22 11:18:09 -04'00'
ADOBE ACROBAT PRO DC VERSION: 24.001.20604
THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY. A VALID DIGITAL SIGNATURE CONFIRMS THAT THE SIGNED AND SEALED DOCUMENT IS IDENTICAL TO THE ORIGINAL DOCUMENT SIGNED AND SEALED BY THE ARCHITECT. ANY DIGITALLY SIGNED DOCUMENT THAT HAS BEEN ALTERED IN ANY WAY AFTER BEING SIGNED AND SEALED BY THE ARCHITECT WILL BE SHOWN TO BE INVALID. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY. A VALID DIGITAL SIGNATURE CONFIRMS THAT THE SIGNED AND SEALED DOCUMENT IS IDENTICAL TO THE ORIGINAL DOCUMENT SIGNED AND SEALED BY THE ARCHITECT. ANY DIGITALLY SIGNED DOCUMENT THAT HAS BEEN ALTERED IN ANY WAY AFTER BEING SIGNED AND SEALED WILL BE SHOWN TO BE INVALID.

Tamara Peacock, R.A
License No.12126

ISSUED FOR:

DATE:

SHEET NAME:
COVER SHEET

REVISION	REVISION DATE	ISSUED FOR

THIS DOCUMENT IS PROPERTY OF PEACOCK ARCHITECTS AND NO PART HEREIN SHALL BE USED EXCEPT FOR THE SPECIFIC PROJECT WITHOUT CONSENT OF PEACOCK ARCHITECTS. THIS DOCUMENT WAS PREPARED BY PEACOCK ARCHITECTS IN ACCORDING TO THE TERMS OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.
THIS DOCUMENT DOES NOT EITHER IN WHOLE OR IN PART CONSTITUTE ANY DIRECTION OR INSTRUCTION TO ANY CONTRACTOR WITH REGARDS TO CONSTRUCTION MEANS, METHODS OR TECHNIQUES. BY THIS DOCUMENT THE ARCHITECT DOES NOT INTEND TO EXPRESS ANY OPINION, DIRECTION OR INSTRUCTION OF ANY KIND WHATSOEVER AS TO THE MANNER IN WHICH THE CONSTRUCTION WORK IS TO BE ACCOMPLISHED.

DATE: 7/22/2024 11:18:09 AM
PROJ. NO.: CHECKER
DRAWN BY: AUTHOR
PROJ MNGR.: DESIGNER
REVISED BY: CHECKER
CAPT.: APPROVER

SHEET NO.:
G001

TOPOGRAPHIC SURVEY

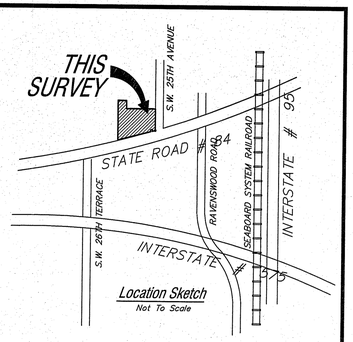
Parcels "A", "B", and "C", R.P.M. Plat
P.B. 149, Pg. 35, B.C.R.
City of Dania Beach, Florida

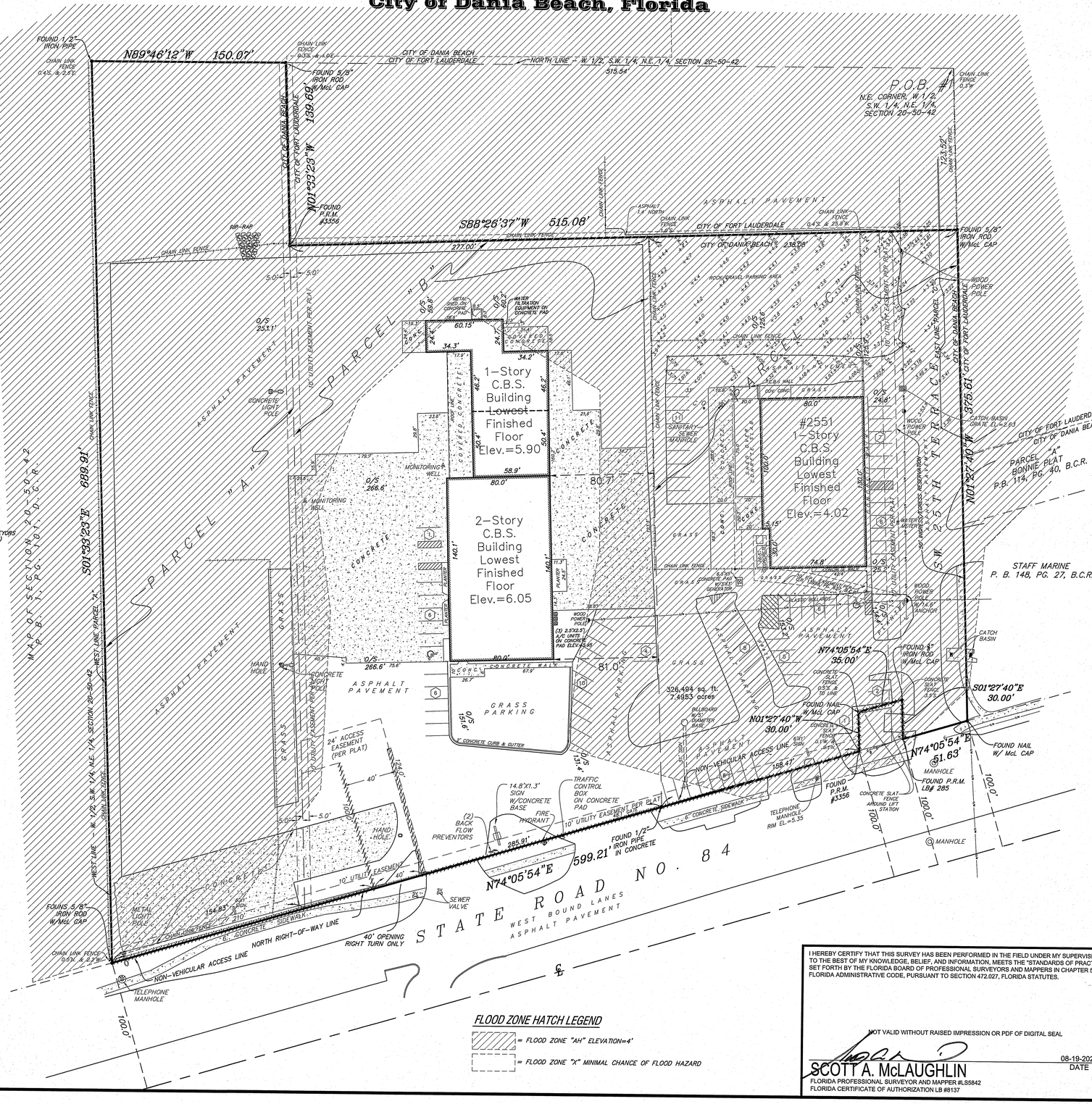
GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

FLORIDA EAST STATE PLANE COORDINATE SYSTEM (NAD83)





Legal Description:

Parcels "A", "B", and "C", "R.P.M. PLAT", according to the Plat thereof, as recorded in Plat Book 149, Page 35, of the public records of Broward County, Florida.

Said lands situate, lying and being in the City of Daina Beach, Broward County, Florida and containing 326,494 square feet or 7.4953 acres, more or less.

LEGEND

Δ = CENTRAL ANGLE (DELTA)
A/C = AIR CONDITIONING
A.K.A. = ALSO KNOWN AS
ALTA = AMERICAN LAND TITLE ASSOCIATION
A OR L = ARC LENGTH
B.C.R. = BROWARD COUNTY RECORDS
B.F.P. = BACK FLOW PREVENTOR
B.H. = BULKHEAD
℄ = BASE LINE
C.A.T.V. = CABLE TV TERMINAL OR BOX
CALC. = CALCULATED
C.B.S. = CONCRETE, BLOCK AND STUCCO
℄ = CENTERLINE OF RIGHT-OF-WAY
CH. = CHORD
CH.BRG. = CHORD BEARING
C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
C.L.F. = CHAIN LINK FENCE
C.L.P. = CONCRETE LIGHT POLE
C.P.L.P. = CONCRETE POWER LIGHT POLE
C.P.P. = CONCRETE POWER POLE
CO. = COMPANY
CONC. = CONCRETE
C/O = CLEAN OUT
D.B. = DEED BOOK
DESC. = DESCRIPTION FROM FORMER DESCRIPTION
DIA. = DIAMETER
D.B.H. = DIAMETER AT BREAST HEIGHT
ELEC. = ELECTRIC
ELEV. OR EL. = ELEVATION
ft. = FEET
F.H. = FIRE HYDRANT
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.L. = FLORIDA POWER AND LIGHT CO.
G.T.M. = GREASE TRAP MANHOLE
H.H. = HAND HOLE
I.C.V. = IRRIGATION CONTROL VALVE
INV. = INVERT
LB = LICENSE BUSINESS
MAG. = MAGNET
M.D.C.R. = MIAMI DADE COUNTY RECORDS
MEAS. = FIELD MEASURE
(S) = PARKING SPACES

MHW = MEAN HIGH WATER
MISC. = MISCELLANEOUS
M.L.P.(*S) = METAL LIGHT POLE
± = MORE AND LESS
NGS = NATIONAL GEODETIC SURVEY
NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
NGVD29 = NATIONAL GEODETIC VERTICAL DATUM (1929)
NAVD88 = NORTH AMERICA VERTICAL DATUM (1988)
N.S.I.D. = NORTH SPRINGS IMPROVEMENT DISTRICT
NO. = NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
O/S = OFFSET
O/W = OVERHEAD UTILITY LINES
PG. = PAGE
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
P.C. = POINT OF CURVE
P.C.D. = POLLUTION CONTROL DEVICE
P.I. = POINT OF INTERSECTION
P.I.V. = POST INDICATOR VALVE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.R.C. = POINT OF REVERSE CURVE
P.R.M. = PERMANENT REFERENCE MONUMENT
R = RADIUS
R.C.P. = REINFORCED CONCRETE PIPE
R/W = RIGHT-OF-WAY
S.B.T. = SOUTHERN BELL TELEPHONE
BV = SEWER VALVE
S.H.W. = SEASONAL HIGH WATER LINE
S.T.L. = SURVEY TIE LINE
TAN. = TANGENT
TAN.BRG. = TANGENT BEARING
W.M. = WATER METER
WV = WATER VALVE
W.B.H. = WET FACE OF BULKHEAD
W.F. = WET FACE OF CAP
W.L.P. = WOOD STREET LIGHT POLE
W.P.L.P. = WOOD POWER STREET LIGHT POLE
W.P.P. = WOOD POWER POLE
W/McL CAP = WITH McLAUGHLIN ENGINEERING CO. CAP
W/W.C. = WITH WITNESS CAP # 285
= HANDICAPPED PARKING SPACE

NOTES:

1) *This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.*

2) *Underground improvements if any not located.*

3) *This drawing is not valid unless sealed with an authorized surveyors seal.*

4) *Boundary survey information does not infer Title or Ownership.*

5) *Reference Bench Mark: City of Fort Lauderdale BM # SW 732, Elevation= 6.147 (NAVD88).*

6) *Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: Elev. = 6.59*

7) *This property lies in Flood Zones "AH", Elev.=4.0 & "X", Minimal Chance of Flood Hazard Per Flood Insurance Rate Map No. 12011C0558 H, Dated: August 18, 2014. Community Panels No. 120034 & 125105.*

8) *Underground Utility locations shown hereon, if any, are based upon paint marks on the ground provided by others. McLaughlin Engineering Company did not confirm the accuracy of this data. The exact location of all utilities should be confirmed prior to design or construction.*

9) *Bearings shown hereon refer to record plat (149/35) and assume the North Right-of way line of State Road 84 as North 74°05'54" West.*

FLOOD ZONE HATCH LEGEND

= FLOOD ZONE "AH" ELEVATION=4'

= FLOOD ZONE "X" MINIMAL CHANCE OF FLOOD HAZARD

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, MEETS THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT RAISED IMPRESSION OR PDF OF DIGITAL SEAL

SCOTT A. McLAUGHLIN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #LS5842
FLORIDA CERTIFICATE OF AUTHORIZATION LB #8137

08-19-2023
DATE

FIELD DATE	08-19-2023
FIELD BOOK NO.	GPS
FIELD BOOK PG.	N/A
FIELD CREW	C.W./C.A.
DRAWN:	RDR
REVIEWED:	JST

TOPOGRAPHIC SURVEY
DANTO BUILDERS
2555 W. STATE ROAD 84
PARCELS A, B & C, R.P.M. PLAT (149/35 B.C.R.)
CITY OF FORT LAUDERDALE & DANIA BEACH
BROWARD COUNTY, STATE OF FLORIDA

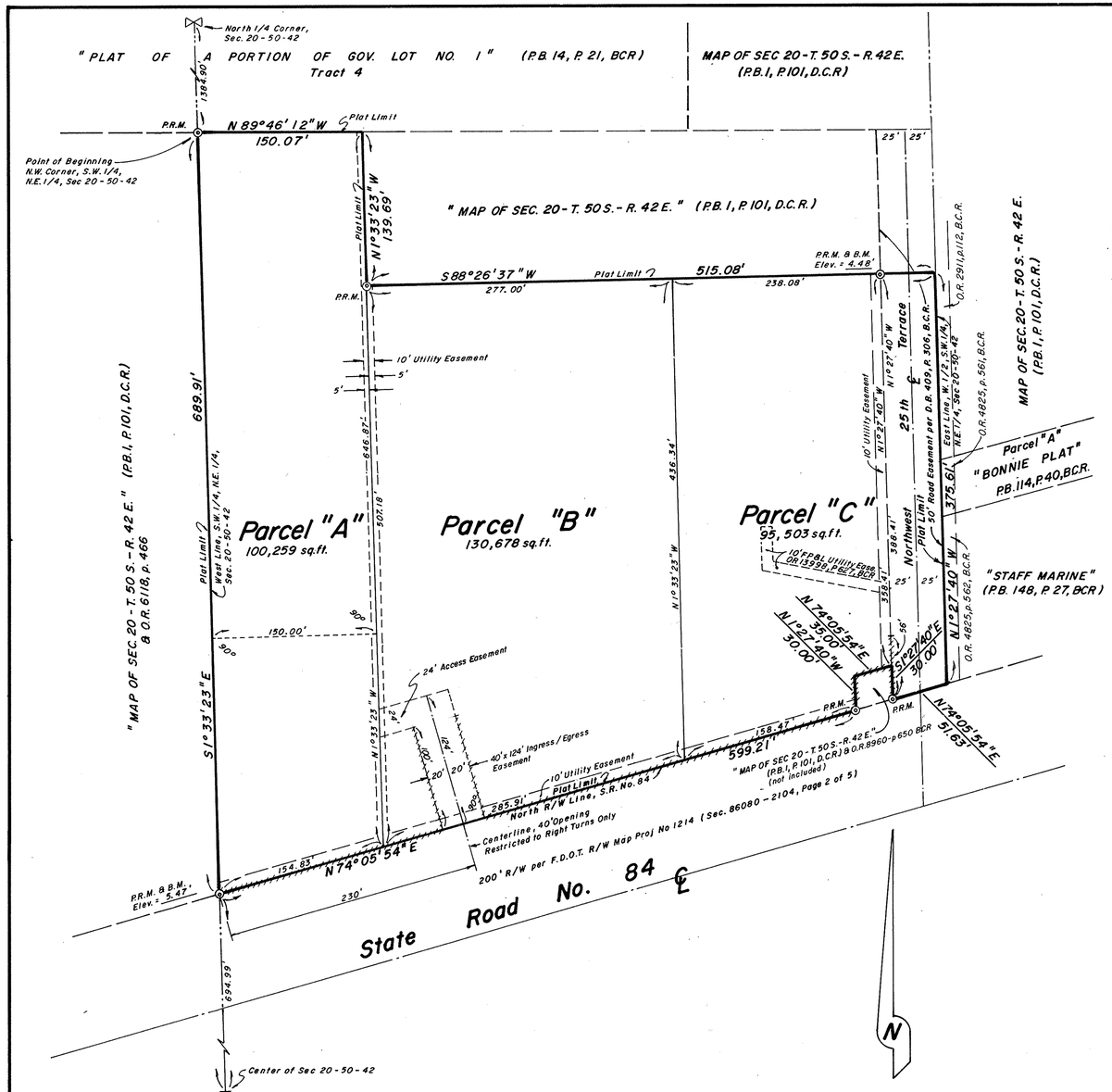
McLAUGHLIN ENGINEERING CO.
SURVEYORS - ENGINEERS - PLANNERS
a division of CONTROL POINT ASSOCIATES, INC.
Certificate of Authorization LB #8137
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA, 33309

WARREN, NJ 908.668.0099
CHALFONT, PA 215.712.9900
MAT LAUREL, NJ 856.857.1099
MANASQUAN, NJ 732.292.0030
LONG ISLAND, NY 631.580.2099
SOUTHBOROUGH, MA 508.948.3005
ALBANY, NY 518.217.2030
ROCHESTER, NY 585.250.1584
BINGHAMTON, NY 607.433.2064
PHILADELPHIA, PA 215.712.9900
HUDSON VALLEY, NY 845.691.7339
FT. LAUDERDALE, FL 954.703.7611

APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
JAM/PLS	08-19-2023	1" = 40'	15-230290-00	1 OF 1

CONTROL POINT ASSOCIATES, INC., ALL RIGHTS RESERVED
THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE EXPRESS WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED.

OR 18713 pg 619



"R.P.M. PLAT"

A RESUBDIVISION OF A PORTION OF THE NORTHEAST ONE-QUARTER (N.E.1/4) "MAP OF SEC. 20-T.50 S.-R. 42 E." AS RECORDED IN PLAT BOOK 1, PAGE 101, DADE COUNTY RECORDS, SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA

0 60 120 240 360 480 600
graphic scale in feet — one inch = sixty feet

Robert C. McLaughlin

Mulligan et al notary

PREPARED BY: McLAUGHLIN ENGINEERING CO. 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301

NOTES

◎ P.R.M. - indicates Permanent Reference Monument

B.M. Elev. - indicates Bench Mark Elevation

This plat contains 7.4940 acres.

~~////~~ - indicates Non-Vehicular Access Line

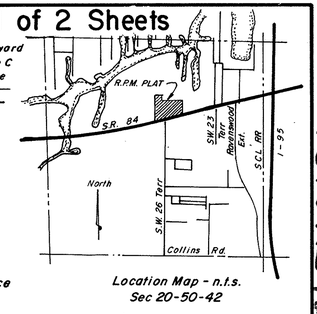
NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of Broward County, Florida.

Bearings, as shown, refer to an assumed meridian

Reference Bench Mark: Broward County Bench Mark No. 2672. (Surface water measuring point in S.R. 84 median, West of S.W. 23rd Terr. Square cut on headwall in median, East of Westbound U-turn to Eastbound pavement, West of S.W. 23rd Terr.) Elev.= 6.79'

This plat is restricted to heavy commercial uses as described in the industrial use category of the Future Unincorporated Area Land Use Element (Section IV B of the 1990 Broward County Comprehensive Land Use Plan.) This plat is located within Zone C of the Fort Lauderdale - Hollywood International Airport Noise Exposure Map. Any structure within this plat must comply with Section IVD.1.f. Development Review Requirements, of the Broward County Land Use Plan, regarding hazards to air navigation. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners.

The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner including an owner or owners of property within this plat who took title to the property with reference to this plat.



Location Map - n.t.s. Sec 20-50-42

DESCRIPTION

A portion of the West one-half (W.1/2), of the Southwest one-quarter (S.W.1/4), of the Northeast one-quarter (N.E.1/4), of Section 20, Township 50 South, Range 42 East, more fully described as follows:

Beginning at the Northwest corner of the Southwest one-quarter (S.W.1/4), of the Northeast one-quarter (N.E.1/4), of said Section 20; thence South 1°33'23" East, on the West line of the said Southwest one-quarter (S.W.1/4) of the Northeast one-quarter (N.E.1/4), of Section 20, a distance of 689.91 feet; thence North 74°05'54" East, on the North right-of-way line of State Road No 84 (200' right-of-way), a distance of 599.21 feet; thence North 1°27'40" West, a distance of 30.00 feet; thence North 74°05'54" East, a distance of 35.00 feet; thence South 1°27'40" East, a distance of 30.00 feet; thence North 74°05'54" East, on the said North right-of-way line, a distance of 51.63 feet; thence North 1°27'40" West, on the East line of the said West one-half (W.1/2), of the Southwest one-quarter (S.W.1/4), of the Northeast one-quarter (N.E.1/4) of Section 20, a distance of 375.61 feet; thence South 88°26'37" West, a distance of 515.08 feet; thence North 1°33'23" West, on a line 150.00 feet East of (as measured at right angles) and parallel with the said West line of the said Southwest one-quarter (S.W.1/4), of the Northeast one-quarter (N.E.1/4) of Section 20, a distance of 139.69 feet; thence North 89°46'12" West, on the North line of the said Southwest one-quarter (S.W.1/4) of the Northeast one-quarter (N.E.1/4), of Section 20, a distance of 150.07 feet to the Point of Beginning.

DEDICATION

STATE OF FLORIDA SS
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: That SPERO MULLIGAN and MARIE MULLIGAN, his wife, as Trustees of the Mulligan Revocable Family Trust, dated 3-4-91, and VINCENT J. RUBANO, Trustee; JOSEPH J. RUBANO SR. and DOLORES RUBANO, his wife, as co-trustees, under the Joseph J. Rubano revocable trust, dated the 30th day of August, 1985, owners of the lands described and shown as included in this plat, have caused said lands to be subdivided and platted as shown hereon, said plat to be known as, "R.P.M. PLAT," being a resubdivision of a portion of the Northeast one-quarter (N.E.1/4) of "MAP OF SEC. 20-T. 50 S.-R. 42 E." (P.B. 1, P.101, B.C.R.). The utility easements are hereby dedicated to the public for proper purposes.

IN WITNESS WHEREOF: We hereunto set our hands in the City of Fort Lauderdale, County of Broward, State of Florida, this 25TH day of JANUARY, 1990

Witness: _____ as to all
Spero Mulligan: Spero Mulligan as Trustee
Marie Mulligan: Marie Mulligan as Trustee

Witness: _____ as to all
Vincent J. Rubano: Vincent J. Rubano as Trustee
Joseph J. Rubano Sr.: Joseph J. Rubano Sr. as Trustee
Dolores Rubano: Dolores Rubano as Trustee

ACKNOWLEDGEMENT

STATE OF FLORIDA SS
COUNTY OF BROWARD

BEFORE ME personally appeared SPERO MULLIGAN and MARIE MULLIGAN, his wife, as Trustees of the Mulligan Revocable Family Trust, dated 3-4-91, and VINCENT J. RUBANO, Trustee; JOSEPH J. RUBANO SR., and DOLORES RUBANO, his wife, as co-trustees, under the Joseph J. Rubano revocable trust, dated the 30th day of August, 1985, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed the said instrument for the purposes herein expressed.

WITNESS: My hand and official seal, this 25th day of Jan, 1990.
My commission expires the 17th day of June, 1993. NOTARY PUBLIC Rosario L. Scala STATE OF FLORIDA

BROWARD COUNTY OFFICE OF PLANNING

This plat is approved and accepted for record this 3 day of SEPTEMBER, 19 91. By: Donald Kowall Director

BROWARD COUNTY ENGINEERING DIVISION

This plat has been approved and accepted for record. By: Emilio V. Llufrio Emilio V. Llufrio, County Surveyor, Fla. P.L.S. Reg. No. 4429 Date 9-3-91
BY: Henry P. Cook Henry P. Cook, Director of Engineering, Fla. P.E. Registration 12506, Date: 8-29-91

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY: That the Broward County Planning Council approved this plat subject to its compliance with dedication of rights-of-way for trafficways — — — — — this 15 day of March, 1990. By: _____ Chairperson, Date: 6-28-90
This plat complies with the approval of the Broward County Planning Council of the above date and is approved and accepted for record this 27th day of August, 19 91. By: _____ Administrator or Designee

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION - MINUTES SECTION

THIS IS TO CERTIFY: That this plat complies with the provisions of Chapter 177, FLORIDA STATUTES, and was accepted for record by the Board of County Commissioners of Broward County, Florida, this 17th day of April, 1990. B. JACK OSTERHOLT - COUNTY ADMINISTRATOR
By: Jan L. Coleman Deputy By: Geri Parrish Chairperson - County Commission

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION - RECORDING SECTION

This plat filed for record this 4 day of Sept., 19 91, in BOOK 149 of PLATS, at Page 35, record verified.
B. JACK OSTERHOLT - COUNTY ADMINISTRATOR By: Linda DeMarco Deputy

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA SS
COUNTY OF BROWARD

I HEREBY CERTIFY: That the attached plat, is a true and correct representation of the lands recently surveyed, subdivided and platted under my responsible direction and supervision, that the survey data shown complies with the applicable requirements of Chapter 177, FLORIDA STATUTES, and further that the PERMANENT REFERENCE MONUMENTS (P.R.M.'S) were set in accordance with Section 177.091 of said Chapter 177, on this 20th day of December, 1989. The BENCH MARKS shown are referenced to N.G. VERTICAL DATUM and conform to standards for third order work. This plat conforms to all applicable sections of Chapter 21-HH-6, FLORIDA ADMINISTRATIVE CODE.

McLAUGHLIN ENGINEERING CO.
This plat dated at Fort Lauderdale, Florida, this 1st day of January, 19 90. BY: _____ Robert C. McLaughlin
Registered Land Surveyor No. 3356, State of Florida.

Reference Survey No.: AA-405 & Y-176 F.B.: L.B. No. 123, P. 49 Q-4099

57-UP-89

DEDICATION OF MORTGAGE HOLDER

SOUTHERN FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, n/k/a HOME SAVINGS OF AMERICA, a national banking association, owner and holder of a mortgage on this property, recorded in O.R. BOOK 6154, PAGE 793, Broward County Records, does hereby join in the dedication shown hereon.

IN WITNESS WHEREOF: I hereunto set my hand and affix the corporate seal in the City of Fort Lauderdale, County of Broward, State of Florida, this 27th day of MARCH, 1990. HOME SAVINGS OF AMERICA

Witness: [signature] Officer: [signature] Title: VICE PRESIDENT
Witness: [signature] Kevin O'Rawe

ACKNOWLEDGEMENT

STATE OF FLORIDA SS
COUNTY OF BROWARD

BEFORE ME personally appeared KEVIN O'RAWE being the VICE PRESIDENT, of HOME SAVINGS OF AMERICA, a national banking association, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes herein expressed.

WITNESS: My hand and official seal, this 27th day of March, 1990.

My commission expires the 17th day of August, 1991. NOTARY PUBLIC Patricia A Morgan STATE OF FLORIDA

DEDICATION OF MORTGAGE HOLDER

R.P.M. DIESEL ENGINE CO., INC., a Florida Corporation, owner and holder of a mortgage on this property, recorded in O.R. BOOK 6609, PAGE 980, Broward County Records, does hereby join in the dedication shown hereon.

IN WITNESS WHEREOF: I hereunto set my hand and affix the corporate seal in the City of Fort Lauderdale, County of Broward, State of Florida, this 25th day of January, 1990. R.P.M. DIESEL ENGINE CO., INC.

Witness: Stephano Walker Officer: Vincent J. Rubano Title: Secretary
Witness: Maria De Giorgi Vincent J. Rubano

ACKNOWLEDGEMENT

STATE OF FLORIDA SS
COUNTY OF BROWARD

BEFORE ME personally appeared Vincent J. Rubano being the Secretary of R.P.M. DIESEL ENGINE CO., INC., a Florida Corporation, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes herein expressed.

WITNESS: My hand and official seal, this 25th day of Jan., 1990.

My commission expires the 17th day of June, 1993. NOTARY PUBLIC Rosario L Scala STATE OF FLORIDA

DEDICATION OF MORTGAGE HOLDER

CAPITAL BANK, a Florida banking corporation, owner and holder of a mortgage on this property, recorded in O.R. BOOK 17080, PAGE 0021, Broward County Records, does hereby join in the dedication shown hereon.

IN WITNESS WHEREOF: We hereunto set our hands and affix the corporate seal in the City of Fort Lauderdale, County of Broward, State of Florida, this 8th day of MARCH, 1990. CAPITAL BANK

Witness: Judith Levin Keiser as to both Phillip G. Mc Nally: Phillip G. McNally Vice President
Witness: Barbara Abalate as to both Layton W. Reeve: Layton W. Reeve Vice President & Cashier

ACKNOWLEDGEMENT

STATE OF FLORIDA SS
COUNTY OF BROWARD

BEFORE ME personally appeared PHILLIP G. Mc NALLY and LAYTON W. REEVE, being the VICE PRESIDENT and VICE PRESIDENT & CASHIER, respectively, of CAPITAL BANK, a Florida banking corporation, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes herein expressed.

WITNESS: My hand and official seal, this 8th day of March, 1990.

My commission expires the 11th day of September, 1993. NOTARY PUBLIC Barbara Abalate STATE OF FLORIDA

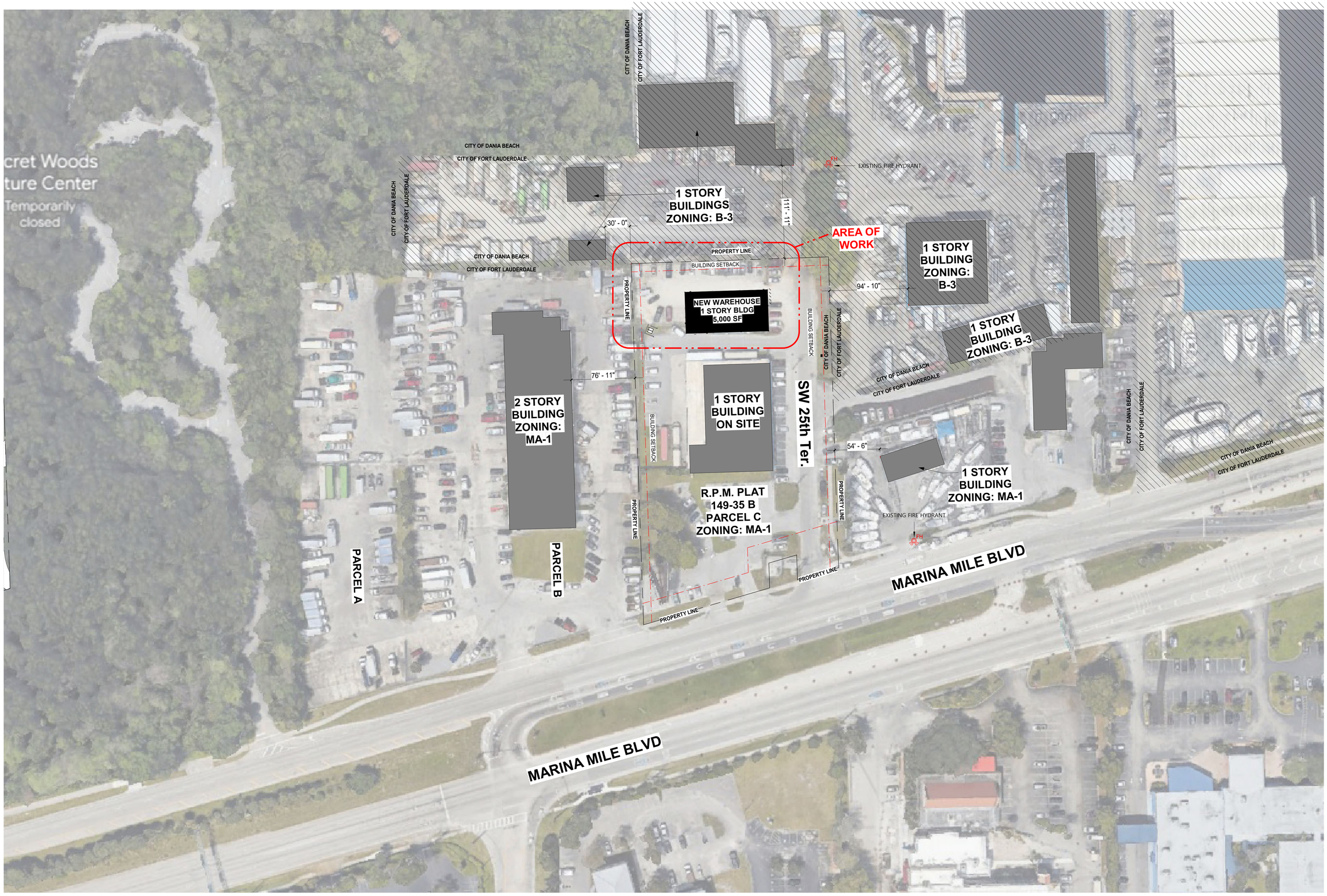
"R.P.M. PLAT"

A RESUBDIVISION OF A PORTION OF THE NORTHEAST ONE-QUARTER (N.E.1/4)
"MAP OF SEC. 20 - T. 50 S. - R. 42 E."
AS RECORDED IN PLAT BOOK 1, PAGE 101, DADE COUNTY RECORDS,
SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
BROWARD COUNTY, FLORIDA

Home Savings · Home Savings notary · R.P.M. Diesel · R.P.M. Diesel notary · Capital Bank · Capital Bank notary

PREPARED BY: McLAUGHLIN ENGINEERING CO. 400 N.E. 3rd AVENUE FORT LAUDERDALE FLORIDA 33301 Reference Survey No.: AA - 405 F.B.: L.B. No. 123, P. 49

Q - 4099
57-UP-89



1 A000 **VICINITY PLAN**
1" = 50'-0"

PROJECT NORTH

PEACOCK ARCHITECTS

1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

THE TAMARA PEACOCK CO. ARCHITECTS
1512 E. Broward Blvd. Suite #102
Fort Lauderdale, FL 33301
PH: 954-728-8000

CIVIL SPEATH ENGINEERING
44 West Flagler St. Suite 1850
Miami, FL 33130
PH: 305-834-4213

MEP DANTO BUILDERS
1901 NW 17TH WAY, SUITE 503
FORT LAUDERDALE, FL 33309
(954) 229-2006

STRUCTURAL MCE ENGINEERS, INC
1101 RAVENSWOOD ROAD SUITE 320
FORT LAUDERDALE, FL 33312
PH: 954-390-2628

OWNER:
RPM DIESEL ENGINE CO
2555 W STATE ROAD 84,
DANIA BEACH, FL 33312
PH: 954-587-1620

PROJECT NAME:
RPM WAREHOUSE

2555 W. STATE ROAD 84, DANIA BEACH, FL 33312

Tamara Peacock, R.A
License No.:12126

ISSUED FOR:

DATE:

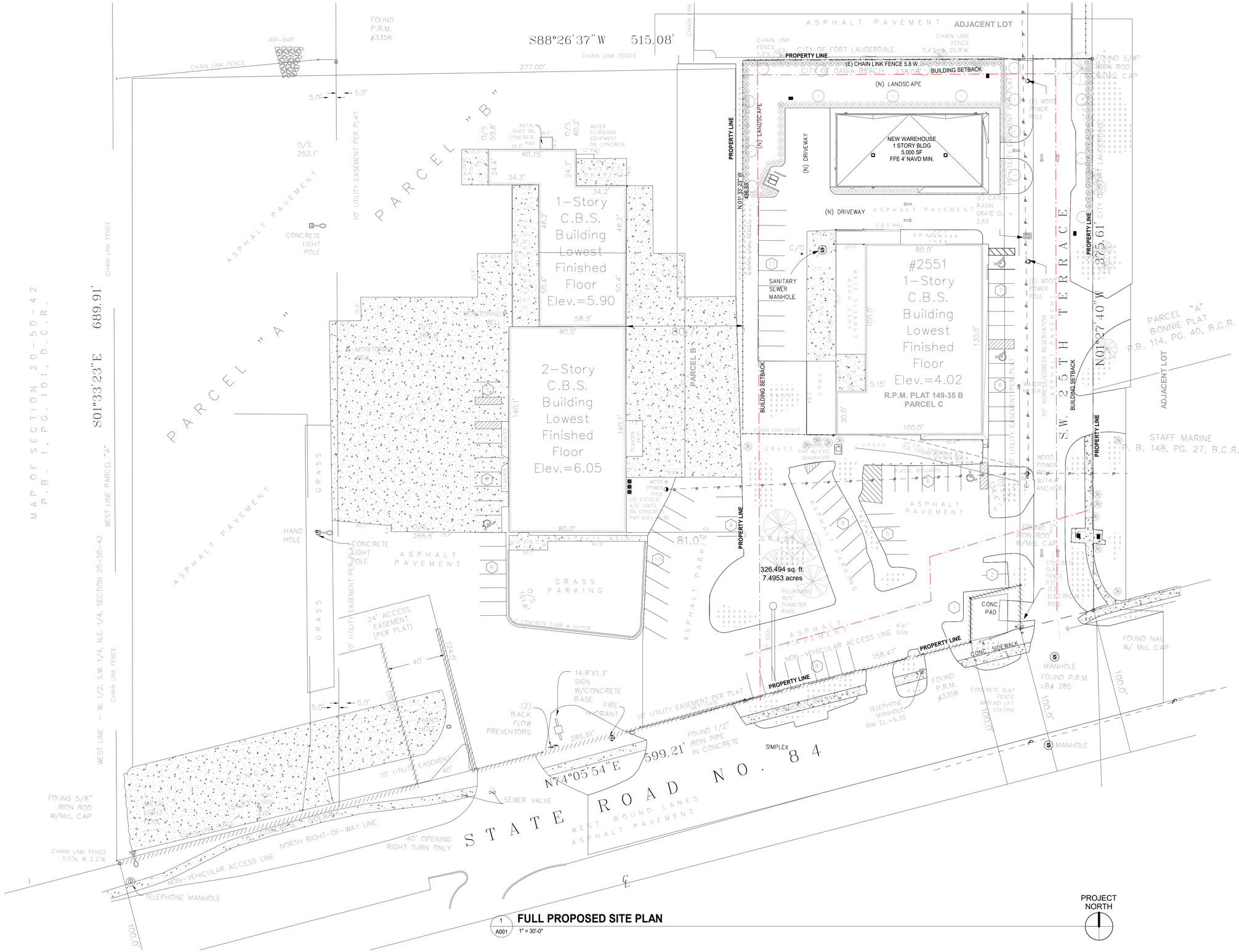
SHEET NAME:
VICINITY PLAN

Revision	Revision Date	Issued For

This document is property of Peacock Architects and no part herein shall be used except for the specific project without consent of Peacock Architects. This document was prepared by Peacock Architects according to the terms of general conditions of the contract for construction.
This document does not either in whole or in part constitute any direction or instruction to any contractor with regards to construction means, methods or techniques. By this document the Architect does not intend to express any opinion, direction or instruction of any kind whatsoever as to the manner in which the construction work is to be accomplished.

DATE: 7/22/2024 9:26:08 AM
PROJ. NO.: CHECKER
DRAWN BY: AUTHOR
PROJ MNGR.: DESIGNER
REVISED BY: CHECKER
CAPT.: APPROVER

SHEET NO.:
A000



1 A001 **FULL PROPOSED SITE PLAN**
1" = 30'-0"

PEACOCK ARCHITECTS

1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

THE TAMARA PEACOCK CO. ARCHITECTS
1512 E. Broward Blvd. Suite #102
Fort Lauderdale, FL 33301
PH: 954-728-8000

CIVIL SPEATH ENGINEERING
44 West Flagler St, Suite 1850
Miami, FL 33130
PH: 305-834-4213

MEP DANTO BUILDERS
1401 NW 17TH WAY, SUITE 503
FORT LAUDERDALE, FL 33309
(954) 229-2006

STRUCTURAL MCE ENGINEERS, INC
1401 RAVENSWOOD ROAD SUITE 320
FORT LAUDERDALE, FL 33312
PH: 954-390-2628

OWNER:
RPM DIESEL ENGINE CO
2555 W STATE ROAD 84,
DANIA BEACH, FL 33312
PH: 954-587-1620

PROJECT NAME:
RPM WAREHOUSE

2555 W. STATE ROAD 84, DANIA BEACH, FL 33312

Tamara Peacock, R.A
License No.:12126

ISSUED FOR:

DATE:

SHEET NAME:
FULL SITE PLAN

Revision	Revision Date	Issued For

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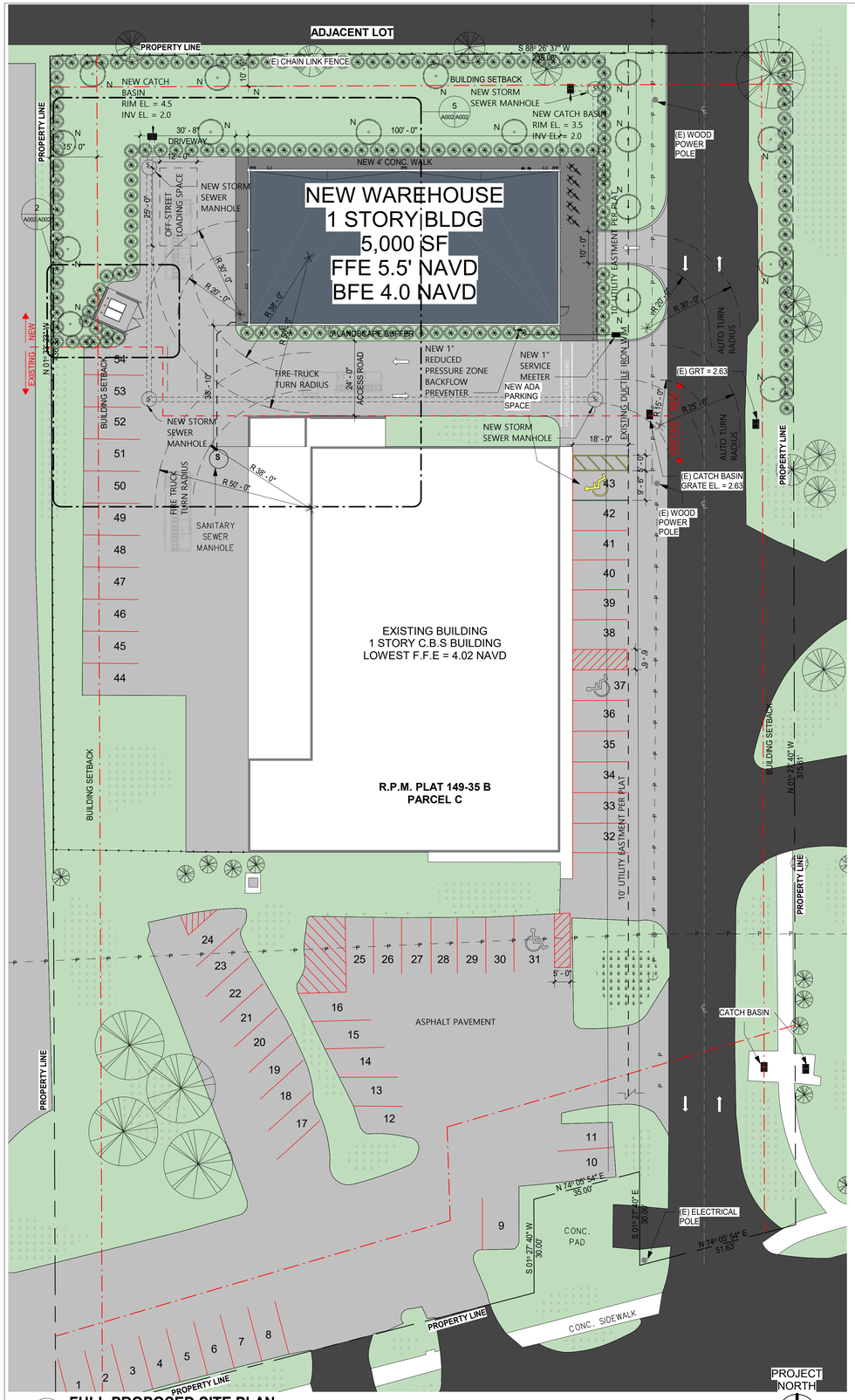
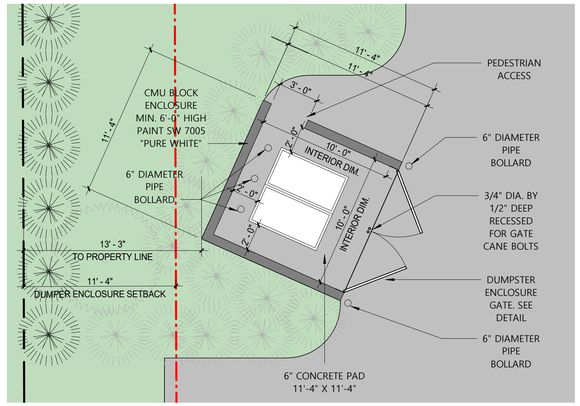
This document does not either in whole or in part constitute any direction or instruction to any contractor with regards to construction means, methods or techniques. By this document the Architect does not intend to express any opinion, direction or instruction of any kind whatsoever as to the manner in which the construction work is to be accomplished.

DATE: 7/22/2024 9:26:59 AM
PROJ. NO.: CHECKER
DRAWN BY: AUTHOR | PROJ MNGR.: DESIGNER
REVISED BY: CHECKER | CAPT.: APPROVER

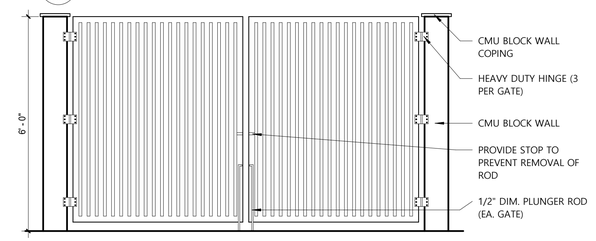
SHEET NO.:
A001



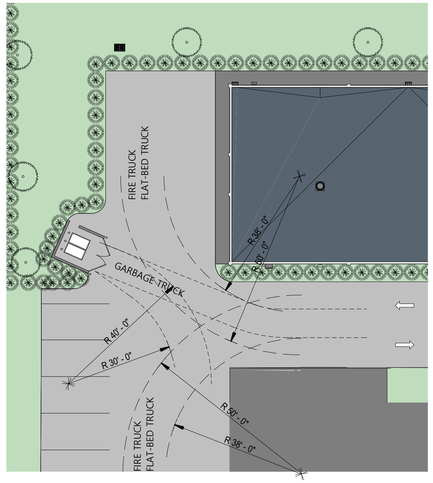
1 A002 **FULL PROPOSED SITE PLAN**
1" = 20'-0"



2 A002 **DUMPSTER ENCLOSURE DETAIL**
3/16" = 1'-0"



3 A002 **DUMPSTER ENCLOSURE GATE DETAIL**
1/2" = 1'-0"



5 A002 **TURNING RADIUS DIAGRAM**
1" = 20'-0"

SITE PLAN NOTES

1. CHAINLINK FENCE TO BE INSTALLED NO CLOSER THEN 1" FROM PROPERTY LINE
2. AREA DESIGNATED FOR OFF-STREET LOADING AND UNLOADING TO BE 12' - 0" WIDE MIN. BY 24' - 0" MIN.
3. DUMPER ENCLOSURE SETBACK EQUIVALENT TO DEPTH OF ENCLOSURE. 11' - 4" IN THIS CASE. DUMPSTER ENCLOSURE CURRENTLY 13' - 3" AWAY FROM PROPERTY LINE.
4. TRUCK TRUNING RADIUS HERE BY SHOWN REPRESENT MOST RESTRICTIVE SENARIO (+40' WHEELBASE VEHICLES). FIRE APPARATUS.
5. FACILITY TO BE SERVICED BY TRUCK FLAT-BED AASHTO 15' - 0" RADIUS AND MAX HEGHT OF 9'. ALONG. ALSO, OTHER VEHICLES SUCH AS GARBAGE TRUCK AND MAIL TRUCKS TO SERVE FACILITY.

ZONING INFORMATION

SITE STATISTICS:

SITE: 2555 W STATE ROAD 84, DANIA BEACH, FL 33312
ALL CALCULATIONS APPLY TO THE AREA OF THE SITE AFFECTED

LAND USE DESIGNATION: INDUSTRIAL			
CURRENT USE	PROPOSED USE	OCCUPANCY	CONSTRUCTION TYPE
OFFICE / WAREHOUSE	OFFICE / WAREHOUSE	BUSINESS, WAREHOUSE	TYPE III-B
ZONING: MA-1 - MARINA MILE ASSOCIATION			
FUTURE LAND DESUGNATION: INDUSTRIAL			

SITE DATA:

LEGAL DESCRIPTION: R.P.M. PLAT 149-35 B PARCEL C

1.) ZONING: MA-1 - MARINA MILE ASSOCIATION

ADJACENT PROPERTIES	
TO THE NORTH	B-3
TO THE SOUTH	C-3
TO THE EAST	B-3
TO THE WEST	IROM-AA

2.) SITE AREA: LOT AREA (GROSS): 95,505 SQ. FT.
MINIMUM REQUIRED LOT AREA: 5,000 SQ. FT. LOT AREA (NET): 61,228 SQ. FT.

3.) BUILDING SETBACKS:	REQUIRED/ALLOWABLE	PROPOSED
FRONT SETBACK	25'	81'
SIDE SETBACK	10'	WEST: 53' / EAST: 65'
REAR SETBACK	10'	26' - 2"

4.) BUILDING HEIGHT: 62' — 16"

5.) BUILDING COVERAGE:	EXISTING	PROPOSED	TOTAL
BY BUILDING FOOT PRINT:	10,903 SQ. FT.	+5,000 SQ. FT.	15,903 SQ. FT.
BY ROOF STUCTURES:	14,099 SQ. FT.	+5,392 SQ. FT.	19,491 SQ. FT.

MAX BUILDING COVERAGE 70% = 66,853 SQ. FT. PROPOSE BUILDING COVERAGE: 19,491 SQ. FT. 20.4%

6.) IMPERVIOUS AREA: MAX IMPERVIOUS AREA (INDUSTIAL ZONING DISTRICTS) 80% = 76,082 SQ. FT.

	EXISTING		PROPOSED	
IMPERVIOUS AREA	58,132 SQ. FT.	61.1%	66,952 SQ. FT.	70.1%
PERVIOUS AREA	36,773 SQ. FT.	38.9%	28,553 SQ. FT.	29.9%

7.) VEHICULAR USE AREAS: 45,934 SQ. FT. OR 48.1%

8.) EXISTING PARKING: CITY OF DANIA BEACH, FL

		REQUIRED	PROVIDED
WORKSHOP: ONE SPACE PER 500 SQ. FT.	4,440 SF	9	18
OFFICE: ONE PER 300 SQ. FT.	6,560 SF	22	30
PER FBC 208.2 3* ADA PARKING SPACES REQUIRED		3	3
MOTORCYCLE SPACES 10%		3	4
TOTAL		36	54

9.) PROPOSED PARKING: CITY OF DANIA BEACH, FL

		REQUIRED	PROVIDED
WORKSHOP: ONE SPACE PER 500 SQ. FT.	4,680 SF	9	9
OFFICE: ONE PER 300 SQ. FT.	96 SF	1	1
PER FBC 208.2 3* ADA PARKING SPACES REQUIRED		SEE ABOVE	
MOTORCYCLE SPACES 10%		1	1
TOTAL		11	11
*COMBINED PARKING REQUIREMENTS		47	54
OFF STREET BICYCLE PARKING REQUIREMENT 10%		5	5

NOTE: ONE PAKING SPACE TO BE MODIFIED AS ADA PARKING SPACE. SUCH SPACE TO FULLY COMPLY WITH ADA PARKING SPACE DESIGN STANDARDS. NO OTHER PARKING MODIFICATION. EXISTING PARKING IS SUFFICIENT TO MEET ULDR PARKING REQUIREMENTS FOR BOTH EXISTING AND PROPOSED BUILDINGS.

10.) LAND USE:
FUTURE LAND USE DESIGNATION TO BE LIGHT INDUSTRIAL, MECHANICAL SHOP FOR MARINE ENGINES.

11.) FLOOD ZONE:
AH

12.) LEGAL DESCRIPTION:
R.P.M. PLAT 149-35 B PARCEL C

13.) APPLICABLE CODES:
2020 FBC (FLORIDA BUILDING CODE), BUILDING, 7TH EDITION
2020 FBC, EXISTING BUILDING, 7TH EDITION
2020 FBC, ACCESSIBILITY, 7TH EDITION
2020 FBC, ENERGY CONSERVATION, 7TH EDITION
2020 FBC, MECHANICAL, 7TH EDITION
2020 FBC, PLUMBING, 7TH EDITION

2020 FLORIDA FIRE PREVENTION CODE 7TH EDITION WITH FL EDITS:
- NFPA 1 FIRE CODE (2021)
- NFPA 101 LIFE SAFETY CODE (2020)

2020 NFPA 70 NATIONAL ELECTRIC CODE (NEC)
2022 NFPA 72 NATIONAL FIRE ALARM AND SIGNALING CODE
2021 NFPA 5000 BUILDING CONSTRUCTION AND SAFETY CODE

2020 TEST PROTOCOLS FOR HIGH VELOCITY HURRICANE ZONE 7TH EDITION

ANSI A117.1 (AMERICAN NATIONAL STANDARDS INSTITUTE) BARRIER FREE CODE AND ADA (AMERICANS WITH DISABILITIES ACT) STANDARD FOR ACCESSIBLE DESIGN (2010) TITLE 1

PEACOCK ARCHITECTS
1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

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PH: 954-390-2628

OWNER:
RPM DIESEL ENGINE CO
2555 W STATE ROAD 84,
DANIA BEACH, FL 33312
PH: 954-587-1620

PROJECT NAME:
RPM WAREHOUSE

2555 W. STATE ROAD 84, DANIA BEACH, FL 33312

Tamara Peacock, R.A
License No.: 12126

ISSUED FOR:

DATE:

SHEET NAME:
ENLARGED PROPOSED SITE PLAN

REVISION	REVISION DATE	ISSUED FOR

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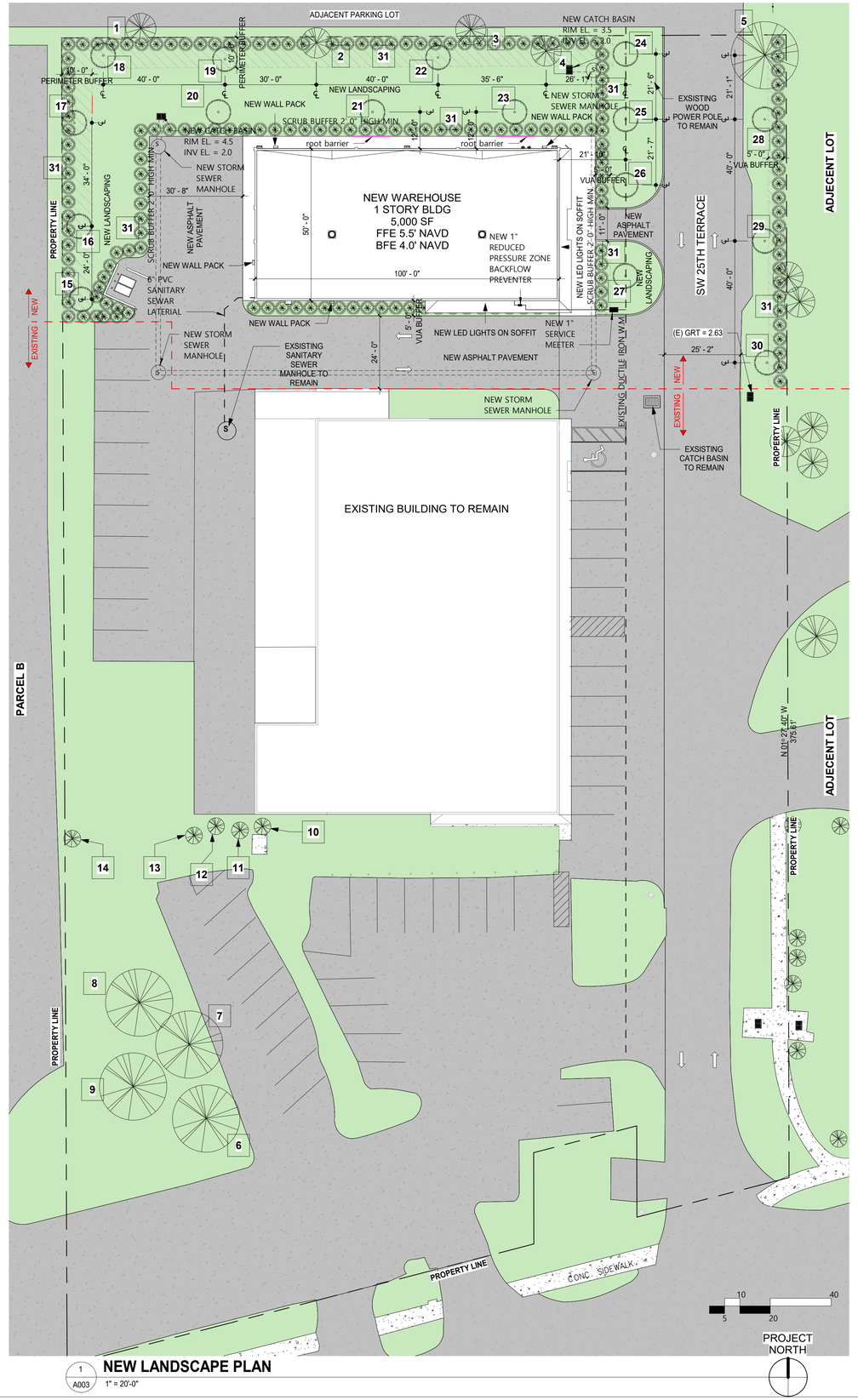

1 A003 **NEW LANDSCAPE PLAN**

1" = 20'-0"

NOTE

KEYNOTES FOUND ON NEW LANDSCAPE PLAN CORRESPOND WITH TREE AND SHRUB SCHEDULE ON SHEET A004.

SHADE TREES SHALL BE LOCATED A MINIMUM OF FIFTEEN (15) FEET AWAY FROM STRUCTURES AND TWENTY (20) FEET FROM OTHER SHADE TREES.

NONSHADE TREES SHALL BE LOCATED A MINIMUM OF EIGHT (8) FEET AWAY FROM STRUCTURES, AND FIFTEEN (15) FEET FROM OTHER TREES.

CITY OF DANIA BEACH STANDARDS LANDSCAPE NOTES AND DETAILS TO SUPERSEDE ANY CONFLICTING NOTES ON THIS PLAN.

FOR MORE IN DEPTH INFORMATION ON DRAINAGE AND ULTILITIES, PLEASE SEE CIVIL DRAWINGS.

ZONING INFORMATION

SITE STATISTICS:

SITE: 2555 W STATE ROAD 84, DANIA BEACH, FL 33312
ALL CALCULATIONS APPLY TO THE AREA OF THE SITE AFFECTED

LAND USE DESIGNATION: INDUSTRIAL			
CURRENT USE	PROPOSED USE	OCCUPANCY	CONSTRUCTION TYPE
OFFICE / WAREHOUSE	OFFICE / WAREHOUSE	BUSINESS, WAREHOUSE	TYPE III-B
ZONING: MA-1 - MARINA MILE ASSOCIATION			
FUTURE LAND DESUGNATION: INDUSTRIAL			

SITE DATA:

LEGAL DESCRIPTION: R.P.M. PLAT 149-35 B PARCEL C

1.) ZONING: **MA-1 - MARINA MILE ASSOCIATION**

ADJACENT PROPERTIES	
TO THE NORTH	B-3
TO THE SOUTH	C-3
TO THE EAST	B-3
TO THE WEST	IROM-AA

2.) SITE AREA: **LOT AREA (GROSS): 95,505 SQ. FT.**
MINIMUM REQUIRED LOT AREA: 5,000 SQ. FT. **LOT AREA (NET): 61,228 SQ. FT.**

3.) BUILDING SETBACKS:	REQUIRED/ALLOWABLE	PROPOSED
FRONT SETBACK	25'	81'
SIDE SETBACK	10'	WEST: 53' / EAST: 65'
REAR SETBACK	10'	26' - 2"

4.) BUILDING HEIGHT:	62'	16"

5.) BUILDING COVERAGE:	EXISTING	PROPOSED	TOTAL
BY BUILDING FOOT PRINT:	10,903 SQ. FT.	+5,000 SQ. FT.	15,903 SQ. FT.
BY ROOF STUCTURES:	14,099 SQ. FT.	+5,392 SQ. FT.	**19,491 SQ. FT.**

MAX BUILDING COVERAGE 70% = 66,853 SQ. FT. PROPOSE BUILDING COVERAGE: 19,491 SQ. FT. 20.4%

6.) IMPERVIOUS AREA: MAX IMPERVIOUS AREA (INDUSTIAL ZONING DISTRICTS) 80% = 76,082 SQ. FT.

	EXISTING		PROPOSED	
IMPERVIOUS AREA	58,132 SQ. FT.	61.1%	66,952 SQ. FT.	70.1%
PERVIOUS AREA	36,773 SQ. FT.	38.9%	28,553 SQ. FT.	29.9%

7.) VEHICULAR USE AREAS: 45,934 SQ. FT. OR 48.1%

8.) EXISTING PARKING: CITY OF DANIA BEACH, FL

		REQUIRED	PROVIDED
WORKSHOP: ONE SPACE PER 500 SQ. FT.	4,440 SF	9	18
OFFICE: ONE PER 300 SQ. FT.	6,560 SF	22	30
PER FBC 208.2 3* ADA PARKING SPACES REQUIRED		3	3
MOTORCYCLE SPACES 10%		3	4
TOTAL		36	54

9.) PROPOSED PARKING: CITY OF DANIA BEACH, FL

		REQUIRED	PROVIDED
WORKSHOP: ONE SPACE PER 500 SQ. FT.	4,680 SF	9	9
OFFICE: ONE PER 300 SQ. FT.	96 SF	1	1
PER FBC 208.2 3* ADA PARKING SPACES REQUIRED		SEE ABOVE	
MOTORCYCLE SPACES 10%		1	1
TOTAL		11	11
*COMBINED PARKING REQUIREMENTS		47	54
OFF STREET BICYCLE PARKING REQUIREMENT 10%		5	5

NOTE: ONE PAKING SPACE TO BE MODIFIED AS ADA PARKING SPACE. SUCH SPACE TO FULLY COMPLY WITH ADA PARKING SPACE DESIGN STANDARDS. NO OTHER PARKING MODIFICATION. EXISTING PARKING IS SUFFICIENT TO MEET ULDR PARKING REQUIREMENTS FOR BOTH EXISTING AND PROPOSED BUILDINGS.

10.) LAND USE:
FUTURE LAND USE DESIGNATION TO BE LIGHT INDUSTRIAL, MECHANICAL SHOP FOR MARINE ENGINES.

11.) FLOOD ZONE:
AH

12.) LEGAL DESCRIPTION:
R.P.M. PLAT 149-35 B PARCEL C

13.) APPLICABLE CODES:

2020 FBC (FLORIDA BUILDING CODE), BUILDING, 7TH EDITION
2020 FBC, EXISTING BUILDING, 7TH EDITION
2020 FBC, ACCESSIBILITY, 7TH EDITION
2020 FBC, ENERGY CONSERVATION, 7TH EDITION
2020 FBC, MECHANICAL, 7TH EDITION
2020 FBC, PLUMBING, 7TH EDITION

2020 FLORIDA FIRE PREVENTION CODE 7TH EDITION WITH FL EDITS:
- NFPA 1 FIRE CODE (2021)
- NFPA 101 LIFE SAFETY CODE (2020)

2020 NFPA 70 NATIONAL ELECTRIC CODE (NEC)
2022 NFPA 72 NATIONAL FIRE ALARM AND SIGNALING CODE
2021 NFPA 5000 BUILDING CONSTRUCTION AND SAFETY CODE

2020 TEST PROTOCOLS FOR HIGH VELOCITY HURRICANE ZONE 7TH EDITION

ANSI A117.1 (AMERICAN NATIONAL STANDARDS INSTITUTE) BARRIER FREE CODE AND ADA (AMERICANS WITH DISABILITIES ACT) STANDARD FOR ACCESSIBLE DESIGN (2010) TITLE 1

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(954) 229-2006

STRUCTURAL MCE ENGINEERS, INC
1401 RAVENSWOOD ROAD SUITE 320
FORT LAUDERDALE, FL 33312
PH: 954-390-2628

OWNER:
RPM DIESEL ENGINE CO
2555 W STATE ROAD 84,
DANIA BEACH, FL 33312
PH: 954-587-1620

PROJECT NAME:

RPM WAREHOUSE

2555 W. STATE ROAD 84, DANIA BEACH, FL 33312

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Adobe Acrobat Version: 24.1.20705

Tamara Peacock, R.A
License No.: 12126

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DATE:

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LANDSCAPE PLAN

REVISION	REVISION DATE	ISSUED FOR

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NOTES:

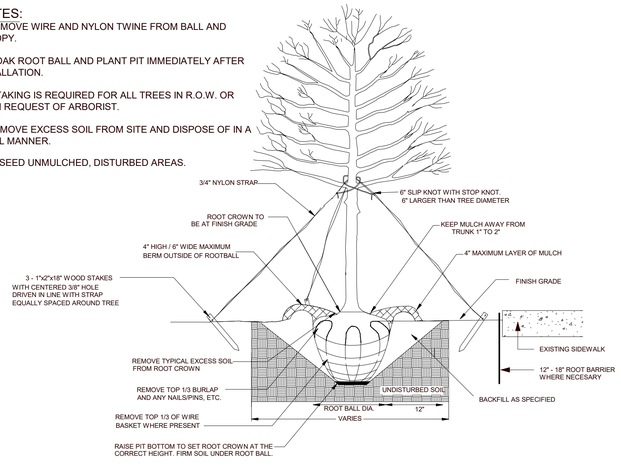
1. REMOVE WIRE AND NYLON TWINE FROM BALL AND CANOPY.

2. SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION.

3. STAKING IS REQUIRED FOR ALL TREES IN R.O.W. OR UPON REQUEST OF ARBORIST.

4. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.

5. RESEED UNMULCHED, DISTURBED AREAS.

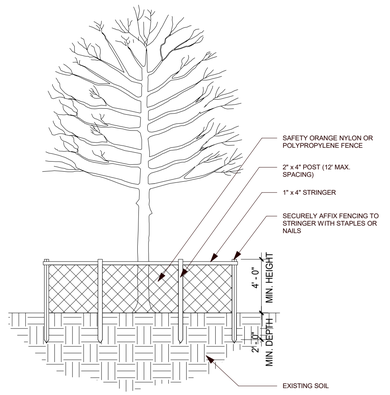


ALL TREES SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004)

FOR EXAMPLE: CALIPER	HEIGHT (RANGE)	MAX. HEIGHT	MIN. ROOT BALL DIA.	MIN. ROOT BALL DEPTH
2"	12-14'	16'	24"	16"
3"	14-16'	18'	32"	21"

DETAIL - TREE PLANTING

3/16" = 1'-0"



DETAIL - EXISTING TREE PROTECTION

3/16" = 1'-0"

TREE SCHEDULE								
MARK	TYPE	CONDITION	SPECIES	DISPOSITION	CONDITION	DBH	HEIGHT	CANOPY COVERAGE
1	EXISTING	BARE ROOTS	SABAL PALMETTO (SABAL PALM)	TO REMAIN	GOOD	19 INCHES	12 FT	12 FT DIAMETER
2	EXISTING	BARE ROOTS	SABAL PALMETTO (SABAL PALM)	TO REMAIN	GOOD	23 INCHES	11 FT	12 FT DIAMETER
3	EXISTING	BARE ROOTS	SABAL PALMETTO (SABAL PALM)	TO REMAIN	GOOD	20 INCHES	14 FT	12 FT DIAMETER
4	EXISTING	BARE ROOTS	SABAL PALMETTO (SABAL PALM)	TO REMAIN	GOOD	25 INCHES	10 FT	12 FT DIAMETER
5	EXISTING	BARE ROOTS	QUERCUS VIRGINIANA (LIVE OAK)	TO REMAIN	GOOD	35 INCHES	45 FT	70 FT DIAMETER
6	EXISTING	BARE ROOTS	QUERCUS VIRGINIANA (LIVE OAK)	TO REMAIN	GOOD	13 INCHES	30 FT	35 FT DIAMETER
7	EXISTING	BARE ROOTS	QUERCUS VIRGINIANA (LIVE OAK)	TO REMAIN	GOOD	14 INCHES	36 FT	45 FT DIAMETER
8	EXISTING	BARE ROOTS	QUERCUS VIRGINIANA (LIVE OAK)	TO REMAIN	GOOD	14 INCHES	34 FT	40 FT DIAMETER
9	EXISTING	BARE ROOTS	QUERCUS VIRGINIANA (LIVE OAK)	TO REMAIN	GOOD	15 INCHES	35 FT	34 FT DIAMETER
10	EXISTING	BARE ROOTS	ROYSTONEA REGIA (FLORIDA ROYAL PALM)	TO REMAIN	GOOD	6 INCHES	11 FT	9 FT DIAMETER
11	EXISTING	BARE ROOTS	ROYSTONEA REGIA (FLORIDA ROYAL PALM)	TO REMAIN	GOOD	5 INCHES	11 FT	9 FT DIAMETER
12	EXISTING	BARE ROOTS	ROYSTONEA REGIA (FLORIDA ROYAL PALM)	TO REMAIN	GOOD	6 INCHES	11 FT	9 FT DIAMETER
13	EXISTING	BARE ROOTS	ROYSTONEA REGIA (FLORIDA ROYAL PALM)	TO REMAIN	GOOD	6 INCHES	10 FT	9 FT DIAMETER
14	EXISTING	BARE ROOTS	ROYSTONEA REGIA (FLORIDA ROYAL PALM)	TO REMAIN	GOOD	6 INCHES	11 FT	9 FT DIAMETER
15	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
16	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE.	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
17	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
18	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
19	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
20	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
21	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
22	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
23	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
24	NEW	BARE ROOTS	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	NEW	NEW TREE	3 INCHES MIN.	12 FT MIN.	+-12 FT DIAMETER
25	NEW	BARE ROOTS	BURSERA SIMARUBA (GUMBO LIMBO)	NEW	NEW TREE	3 INCHES MIN.	14 FT MIN.	+-16 FT DIAMETER
26	NEW	BARE ROOTS	BURSERA SIMARUBA (GUMBO LIMBO)	NEW	NEW TREE	3 INCHES MIN.	14 FT MIN.	+-16 FT DIAMETER
27	NEW	BARE ROOTS	BURSERA SIMARUBA (GUMBO LIMBO)	NEW	NEW TREE	3 INCHES MIN.	14 FT MIN.	+-16 FT DIAMETER
28	NEW	BARE ROOTS	SABAL PALMETTO (SABAL PALM)	NEW	NEW TREE	12 INCHES MIN.	6 FT MIN.	+-12 FT DIAMETER
29	NEW	BARE ROOTS	SABAL PALMETTO (SABAL PALM)	NEW	NEW TREE	12 INCHES MIN.	6 FT MIN.	+-12 FT DIAMETER
30	NEW	BARE ROOTS	SABAL PALMETTO (SABAL PALM)	NEW	NEW TREE	12 INCHES MIN.	6 FT MIN.	+-12 FT DIAMETER
SHRUB SCHEDULE								
31	NEW	BARE ROOTS	CHRYSOBALANUS ICAO VAR. (HORIZONTAL COCOPLUM)	NEW	NEW SHRUB	N/A.	3 FT	N/A

NOTES:

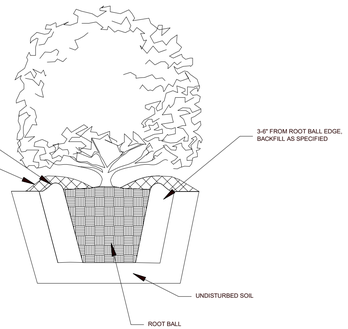
1. SCARIFY ROOT MASS OF CONTAINERIZED PLANT MATERIAL.

2. INSTALL CONTAINERIZED PLANTS AT FINSHED GRADE

3. TAMP PLANTING MIX FIRMLY AS PIT IS FILLED AROUND EACH PLANT BALL.

4. OMIT COLLAR AROUND EACH SHRUB WHEN IRRIGATION SYSTEM IS PRESENT.

5. SOAK EACH PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.



DETAIL - SCRUB PLANTING

3/16" = 1'-0"

NOTES:

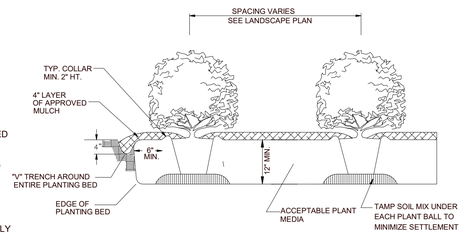
1. SCARIFY ROOT MASS OF CONTAINERIZED PLANT MATERIAL.

2. INSTALL CONTAINERIZED PLANTS AT FINISHED GRADE

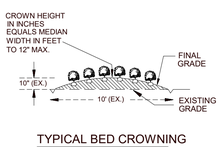
3. TAMP PLANTING MIX FIRMLY AS PIT IS FILLED AROUND EACH PLANT BALL.

4. OMIT COLLAR AROUND EACH SHRUB WHEN IRRIGATION SYSTEM IS PRESENT.

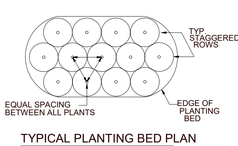
5. SOAK EACH PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.



TYPICAL PLANTING BED DETAIL



TYPICAL BED CROWNING



TYPICAL PLANTING BED PLAN

DETAIL - SCRUB PLANTING BED

3/16" = 1'-0"

LANDSCAPE REQUIREMENTS TABLE

REQUIRED AND PROVIDED

1. PER SEC. 275-40. PLANTS IDENTIFIED AS CATEGORY I INVASIVE SPECIES PER SECTION 825-50 (DEFINITIONS) ARE PROHIBITED FROM BEING PLANTED WITHIN THE CITY LIMITS OF THE CITY OF DANIA BEACH. THE COMMUNITY DEVELOPMENT DIRECTOR MAY FURTHER DESIGNATE SPECIES PROHIBITED FOR PLANTING WITHIN THE CITY BASED ON HURRICANE RESISTANCE, HEALTH, MAINTENANCE NEEDS OR SIMILAR JUSTIFICATIONS.
   PROVIDED: NO INVASIVE SPECIES TO BE PLANTED.

2. PER SEC. 275-60. A MINIMUM OF FIFTY (50) PERCENT OF ALL VEGETATION REQUIRED BY THIS ARTICLE, EXCLUDING TURFGRASS AND GROUNDCOVER, SHALL BE INDIGENOUS TO SOUTH FLORIDA AND MEET THE DEFINITION OF NATIVE SPECIES AS DEFINED IN SECTION 825-50 (DEFINITIONS). THE NATIVE PERCENTAGE SHALL BE CALCULATED SEPARATELY FOR SHRUBS AND TREES SUCH THAT QUANTITY OF NATIVE PLANTS FOR EACH SHALL NOT COUNT TOWARDS THE MINIMUM REQUIREMENT FOR THE OTHER.
   PROVIDED: 100% OF VEGETATION PROVIDED INDIGENOUS TO SOUTH FLORIDA

3. PER SEC. 275-90. REQUIRED LANDSCAPING ADJACENT TO ABUTTING PROPERTY. A STRIP OF LAND A MINIMUM OF FIVE (5) FEET IN DEPTH LOCATED BETWEEN THE ABUTTING PROPERTY AND THE VEHICULAR USE AREA SHALL BE LANDSCAPED. THE REQUIRED LANDSCAPING SHALL INCLUDE ONE (1) TREE FOR EACH FORTY (40) LINEAR FEET OR FRACTION THEREOF AS MEASURED ALONG SAID ABUTTING PROPERTY. SUCH TREE SHALL BE LOCATED BETWEEN THE ABUTTING PROPERTY AND THE VUA, ARRANGED TO BEST ENHANCE THE PROPERTY. IN ADDITION, A CONTINUOUS HEDGE, WALL OR OTHER DURABLE LANDSCAPE BARRIER SHALL BE PLACED NO CLOSER TO THE VUA THAN FIVE (5) FEET AND SHALL BE MAINTAINED AT THREE (3) FEET MINIMUM HEIGHT, BUT NOT HIGHER THAN SIX (6) FEET ABOVE THE ADJACENT VUA AND THE ABUTTING PROPERTY
   PROVIDED: 5 FEET BUFFER PROVIDED. 3 TREES PROVIDED SPACED 40 FT APART. A CONTINUOUS HEDGE PROVIDED.

4. PER SEC. 275-100. VEHICULAR USE LANDSCAPE AREAS ABUTTING BUILDINGS. A LANDSCAPED AREA HAVING A MINIMUM WIDTH OF FIVE (5) FEET, OR THE EQUIVALENT SQUARE FOOTAGE, SHALL SEPARATE THE VUA FROM THE WALLS OF A SINGLE STORY BUILDING.
   PROVIDED: 5 FEET BUFFER PROVIDED. A CONTINUOUS HEDGE PROVIDED.

5. PER SEC. 275-120. A TEN-FOOT LANDSCAPE BUFFER SHALL BE PROVIDED AROUND THE PERIMETER OF THE PROPERTY IN ALL ZONING DISTRICTS EXCEPT FOR THE CC, SFED-MU, EDBB-MU, AND NBHD-MU CRA FORM-BASED DISTRICTS, AND EXCEPT FOR AREAS REQUIRED TO PROVIDE LANDSCAPE BUFFERS IN ACCORDANCE WITH SECTIONS 275-90 OR 275-110. BUFFER REQUIREMENTS FOR PROPERTIES LESS THAN HALF AN ACRE IN SIZE ARE REQUIRED TO PROVIDE A MINIMUM FIVE-FOOT LANDSCAPE BUFFER AROUND THE PERIMETER OF THE PROPERTY EXCEPT WHERE ADJACENT TO RESIDENTIAL, IN WHICH CASE TEN (10) FEET IS REQUIRED. SUCH LANDSCAPE BUFFER SHALL CONTAIN ONE (1) SHADE TREE FOR EACH FORTY (40) LINEAR FEET AND A ROW OF HEDGES. SHADE TREES PROVIDED TO SATISFY THE REQUIREMENTS OF THIS SECTION SHALL HAVE A MINIMUM OVERALL HEIGHT OF SIXTEEN (16) FEET IMMEDIATELY UPON INSTALLATION.
   PROVIDED: 10 FEET BUFFER PROVIDED. 7 TREES PROVIDED WITH VARIOUS SPACING LESS THEN 40 FT. A CONTINUOUS HEDGE PROVIDED.

6. PER SEC. 275-140. LANDSCAPE REQUIREMENTS FOR OTHER NONVEHICULAR OPEN SPACE. GENERAL LANDSCAPE TREATMENT. TURF, GROUND COVER, SHRUBS AND OTHER LANDSCAPE MATERIALS SHALL BE INSTALLED TO COVER ALL OPEN SPACES EXCLUDING ANY BUILDINGS AND PAVING. NO SUBSTANCE WHICH PREVENTS WATER PERCOLATION SHALL BE USED IN THESE INSTANCES. SHRUB AND TREE REQUIREMENTS. THE QUANTITY OF REQUIRED SHRUBS AND TREES IN THE NONVEHICULAR OPEN SPACE, INCLUDING EXISTING TREES AND SHRUBS TO BE PRESERVED, SHALL BE PURSUANT TO THE FOLLOWING. PERCENT OF SITE NONVEHICULAR OPEN SPACE 40-49% = 1 TREE AND 6 SHRUBS PER 3,000 SQUARE FEET.
   PROVIDED: NONVEHICULAR OPEN SPACE (3263 SF) ACCOUNTS FOR 47.8% OF SITE'S OPEN SPACE. 3 TREES AND 30 SHRUBS PROVIDED.

7. PER SEC. 275-170. - LANDSCAPE REQUIREMENTS FOR SCREENING. EQUIPMENT. DUMPSTERS, DUMPSTER ENCLOSURES, MECHANICAL EQUIPMENT AND ELECTRICAL TRANSFORMERS SHALL BE SCREENED ON AT LEAST THREE (3) SIDES BY LANDSCAPE MATERIAL THAT IS A MINIMUM OF THIRTY (30) INCHES IN HEIGHT. SUCH SCREENING SHALL NOT INTERFERE WITH NORMAL OPERATION OF EQUIPMENT.
   PROVIDED: DUMSPER ENCLOSURE SCREEN FROM 2 SIDES NOT TO INTERFERE WITH NORMAL OPERATIONS.

GENERAL NOTES - LANDSCAPE

1. ALL EXISTING TREES(14) ON SITE TO REMAIN.

2. NEW SHADE TREES PROVIDED SHALL HAVE A MINIMUM OVERALL HEIGHT OF SIXTEEN (16) FEET IMMEDIATELY UPON INSTALLATION.

3. A TEN-FOOT LANDSCAPE BUFFER SHALL BE PROVIDED AROUND THE PERIMETER OF THE PROPERTY.

4. TREE PLACEMENT NEAR UTILITIES. TREES SHALL NOT BE PLACED WITHIN EASEMENTS FOR ABOVE OR BELOW GROUND UTILITIES UNLESS PERMISSION HAS BEEN GRANTED IN WRITING FROM THE UTILITY.

5. ALL NEW TREES TO BE INTERMEDIATE TREES. INTERMEDIATE TREES SHALL CONSIST OF CATEGORY 1 OR CATEGORY 2 TREES, AND SHALL BE A MINIMUM OVERALL HEIGHT OF TWELVE (12) FEET AND A MINIMUM TRUNK DIAMETER AT BREAST HEIGHT OF TWO (2) INCHES AND A MINIMUM OF FOUR (4) FEET OF CLEAR TRUNK IMMEDIATELY AFTER INSTALLATION. MINIMUM CANOPY SPREAD SHALL BE CHARACTERISTIC OF THE SPECIES. THIS CATEGORY SHALL CONSTITUTE THIRTY (30) PERCENT MAXIMUM OF THE TOTAL TREES REQUIRED. CATEGORY 2 TREES ARE THOSE WHICH TYPICALLY ACHIEVE A MAXIMUM HEIGHT AND WIDTH OF THIRTY (30) TO FIFTY (50) FEET. A LIST OF CATEGORY 2 TREES RECOMMENDED FOR PLANTING WITHIN THE CITY OF DANIA BEACH IS INCLUDED IN THE CITY OF DANIA BEACH LANDSCAPE TECHNICAL MANUAL.

6. TREES SHALL BE LOCATED A MINIMUM OF EIGHT (8) FEET AWAY FROM STRUCTURES, AND FIFTEEN (15) FEET FROM OTHER TREES.

7. INTERMEDIATE TREE TO HAVE A MINIMUM PERVIOUS AREA OF NINETY (90) SQUARE FEET WITH EIGHT (8) FEET THE SMALLEST DIMENSION.

8. QUALITY. PLANT MATERIALS USED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION OF THE CODE SHALL CONFORM TO THE STANDARDS FOR FLORIDA NUMBER ONE, OR BETTER, AS PROVIDED FOR IN THE MOST CURRENT EDITION OF "GRADES AND STANDARDS FOR NURSERY PLANTS," PARTS I AND II, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. SOD SHALL BE CLEAR AND VISIBLY FREE OF WEEDS, PESTS AND DISEASES. SOD PIECES SHALL BE NEATLY MOWED. DAMAGE AND BREAKAGE SHALL NOT OCCUR WHEN PIECES ARE PICKED UP BY ONE END.

9. SHRUBS AND HEDGES. SHRUBS SHALL BE A MINIMUM OF TWO (2) FEET IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING. WHEN USED AS A HEDGE, SHRUBS SHALL BE FULL TO BASE, PLANTED AND MAINTAINED SO AS TO FORM A CONTINUOUS, UNBROKEN SOLID, VISIBLE SCREEN WITHIN A MAXIMUM OF ONE (1) YEAR AFTER TIME OF PLANTING. WHEN SHRUBS ARE USED AS A VISUAL BUFFER AROUND VEHICULAR USE AREAS, THE HEIGHT OF SOLID SHRUBS AT INSTALLATION SHALL BE MEASURED AS A MINIMUM OF TWO (2) FEET ABOVE THE VEHICULAR USE AREA PAVEMENT SURFACE THAT DIRECTLY ABUTS THE SHRUBS AND SHALL ATTAIN A HEIGHT OF THREE (3) FEET WITHIN ONE (1) YEAR.

10. SOILS. ALL PLANT BEDS (EXCLUDING TURF AREAS) SHALL BE EXCAVATED TO A MINIMUM DEPTH OF TWENTY-FOUR (24) INCHES AND BACKFILLED WITH A SUITABLE SOIL CONSISTING OF FIFTY (50) PERCENT COMPOSTED ORGANIC MATTER, WELL-MIXED WITH NATIVE SOIL. BACKFILL MATERIAL SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS, OR OTHER EXTRANEOUS MATERIAL.

11. NEW TREES TO BE PLANTED SPECIFIED ON TREE SCHEDULE ARE SUBJECT TO CHANGE FOR APPROVED SIMILAR. TREES 15-23 ARE CATEGORY TWO TREES. TREES 23-25 ARE CATEGORY ONE TREES.

12. NO NEW PARKING SPACES TO BE ADDED. NEW BUILDING TO UTILIZE EXISTING PARKING LOT. SEE PARKING CALCULATIONS ON ZONING INFORMATION CHART ON SHEET A003

GENERAL NOTES - LANDSCAPE REQUIREMENTS FOR NONVEHICULAR OPEN SPACES

1. ALL OPEN SPACES IN EXCESS OF THE MINIMUM REQUIRED BY SECTIONS 275-90 TO 275-130 ON ANY SITE SHALL CONFORM TO THE MINIMUM LANDSCAPE REQUIREMENTS PROVIDED IN THIS CODE. NONVEHICULAR OPEN SPACE SHALL INCLUDE ALL PERVIOUS AREAS AND GREEN SPACES, EXCEPT WATER BODIES.

2. NONVEHICULAR OPEN SPACE (3263 SF) ACCOUNTS FOR 47.8% OF SITE'S OPEN SPACE (6819 SF). ACCORDING TO SEC. 275-140 1 TREE AND 6 SHRUBS PER 3000 SQUARE FEET TO BE PROVIDED. (2 TREES AND 12 SCHRUBS MIN. TO BE PROVDED)

3. TREE AND SHRUBS TO BE PROVIDED UNDER SEC. 275-140 TO BE IN ADDITION TO TREES AND SCHUBS PROVIDED AS PERIMETER AND VUA BUFFERS.

GENERAL NOTES - LANDSCAPE REQUIREMENTS FOR SCREENING

1. STRUCTURES. EACH STRUCTURE SHALL BE TREATED WITH LANDSCAPING TO ENHANCE THE APPEARANCE OF THE STRUCTURE AND TO SCREEN UNATTRACTIVE OR UNSIGHTLY APPEARANCE AS APPLICABLE, WITH A MINIMUM OF TWENTY (20) PERCENT OF THE FRONT OF THE STRUCTURE BEING PLANTED WITH SHRUBS AT A MINIMUM OF TWO (2) FEET IN HEIGHT.

2. EQUIPMENT. DUMPSTERS, DUMPSTER ENCLOSURES, MECHANICAL EQUIPMENT AND ELECTRICAL TRANSFORMERS SHALL BE SCREENED ON AT LEAST THREE (3) SIDES BY LANDSCAPE MATERIAL THAT IS A MINIMUM OF THIRTY (30) INCHES IN HEIGHT. SUCH SCREENING SHALL NOT INTERFERE WITH NORMAL OPERATION OF EQUIPMENT.

GENERAL NOTES - PERIMETER BUFFER LANDSCAPE REQUIREMENTS FOR VEHICULAR USE AREAS (VUAS)

1. VEHICULAR USE AREA DEFINED AS: ANY PAVED OR GRAVELED SURFACE USED FOR VEHICLE ACCESS AND MOVEMENT THAT WOULD NOT BE DEFINED AS A PARKING SPACE, PARKING STALL, OR DRIVE AISLE.

2. ON THE SITE OF A BUILDING OR OPEN LOT USE PROVIDING A VEHICULAR USE AREA, WHERE SUCH AREA WILL NOT BE ENTIRELY SCREENED VISUALLY BY AN INTERVENING BUILDING OR STRUCTURE FROM ANY ABUTTING RIGHT-OF-WAY OR ADJACENT PROPERTY, THERE SHALL BE PROVIDED LANDSCAPING BETWEEN SUCH AREA AND SUCH ABUTTING RIGHT-OF-WAY OR PROPERTY AS FOLLOWS:
   A. A STRIP OF LAND A MINIMUM OF FIVE (5) FEET IN DEPTH LOCATED BETWEEN THE ABUTTING PROPERTY AND THE VUA SHALL BE LANDSCAPED.
   B. THE REQUIRED LANDSCAPING SHALL INCLUDE ONE (1) TREE FOR EACH FORTY (40) LINEAR FEET OR FRACTION THEREOF AS MEASURED ALONG SAID ABUTTING RIGHT-OF-WAY OR PROPERTY. SUCH TREE SHALL BE LOCATED BETWEEN THE ABUTTING RIGHT-OF-WAY OR PROPERTY AND THE VUA, ARRANGED TO BEST ENHANCE THE PROPERTY.
   C. IN ADDITION, A CONTINUOUS HEDGE, WALL OR OTHER DURABLE LANDSCAPE BARRIER SHALL BE PLACED NO CLOSER TO THE VUA THAN FIVE (5) FEET AND SHALL BE MAINTAINED AT THREE (3) FEET MINIMUM HEIGHT, BUT NOT HIGHER THAN FIVE (5) FEET ABOVE THE ADJACENT VUA AND THE ABUTTING PROPERTY.

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PH: 954-587-1620

PROJECT NAME:

RPM WAREHOUSE

2555 W. STATE ROAD 84, DANIA BEACH, FL 33312

TAMARA PEACOCK, R.A
LICENSE No.:12126

ISSUED FOR:

DATE:

SHEET NAME:

LANDSCAPE NOTES & DETAILS

REVISION	REVISION DATE	ISSUED FOR

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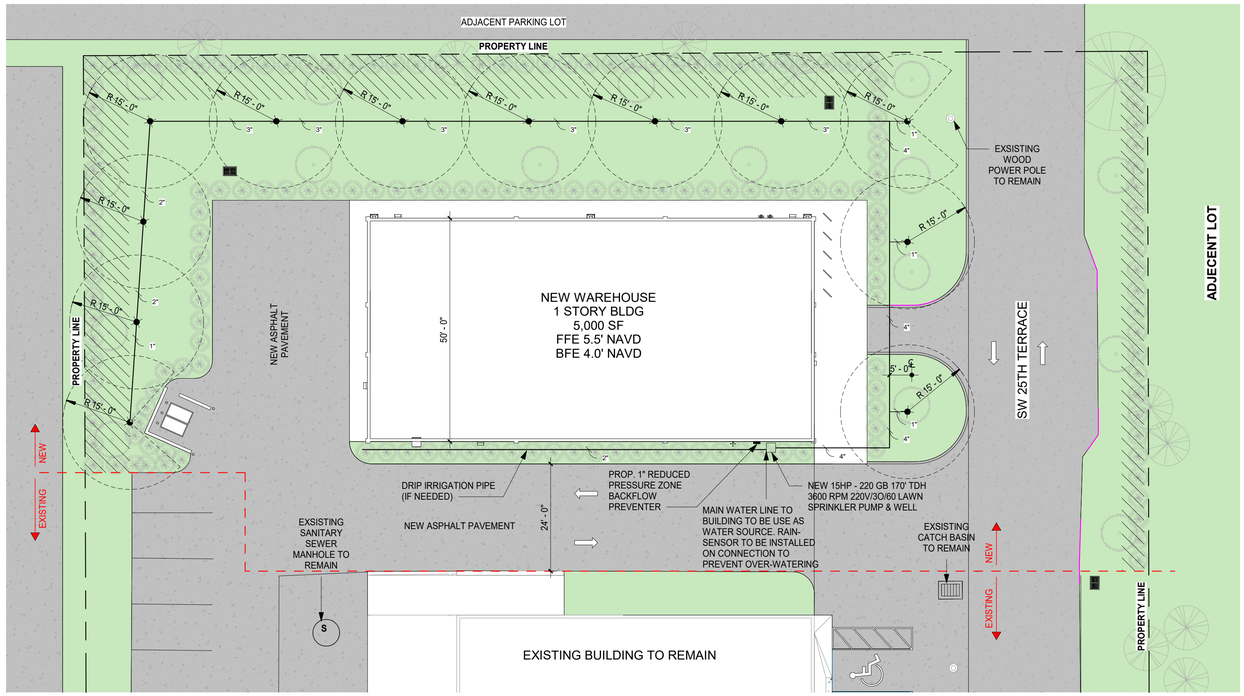
A004



1 A005 **NEW IRRIGATION PLAN**

1/16" = 1'-0"

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
●	NEW FULL CIRCLE SPRINKLER HEAD
◔	NEW TREE QUARTER CIRCLE SPRINKLER HEAD
◐	NEW HALF CIRCLE SPRINKLER HEAD
◔	NEW ONE QUARTER CIRCLE SPRINKLER HEAD
———	NEW LAWN SPRINKLER PIPING TO BE INSTALLED
	NEW SWIVEL HOSE CELL CONNECTED TO QUICK COUPLER KEY
□	LAWN SPRINKLER PUMP & WELL

IRRIGATION NOTES

1. AVOID INSTALLATION OF IRRIGATION HEAD OR PIPE WITHIN 2 FEET OF BUILDING; HEADS AROUND PERIMETER OF BUILDING SHALL BE SPACED A MINIMUM OF 6 FEET FROM BUILDING.
2. IRRIGATION PIPE TO INCLUDE CONTINUOUS MARKING INDICATING MANUFACTURER, TYPE, CLASS, AND SIZE.
3. SPRINKLER HEADS SPECIFIED ARE RAINBIRD- 35 AD PART CIRCLE W/ 5/16 NOZZLE 51' RADIUS, 7.82 GPM @ 60PSI.
4. VALVE NO. 44 - KEY NO. 44K W/ 3/4" FEMALE CONNECTION.
5. NEW SPRINKLE PIPING SHALL BE SCHEDULE 40 PVC.
6. FITTINGS TO BE USED IN EXISTING PIPING SHALL BE OF SAME MATERIAL AS EXISTING (GALV., STEEL, VERIFY IN FIELD) W/ METAL TO PVC PIPE ADAPTORS AS REQUIRED.
7. MAIN WATER LINE TO BUILDING TO BE USE AS WATER SOURCE. RAIN-SENSOR TO BE INSTALLED ON CONNECTION TO PREVENT OVER-WATERING.
8. UNDERGROUND PIPING TO BE INSTALLED 5FT MIN. FROM PROPOSED TREES.

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ARCHITEC-TURAL IRRIGATION PLAN

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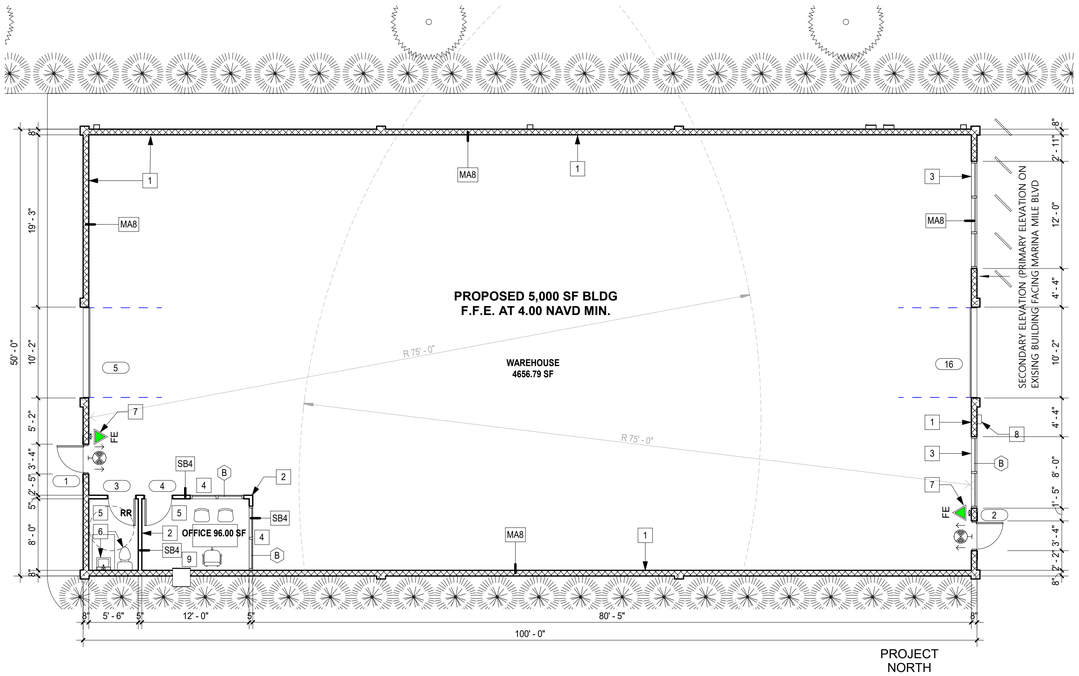
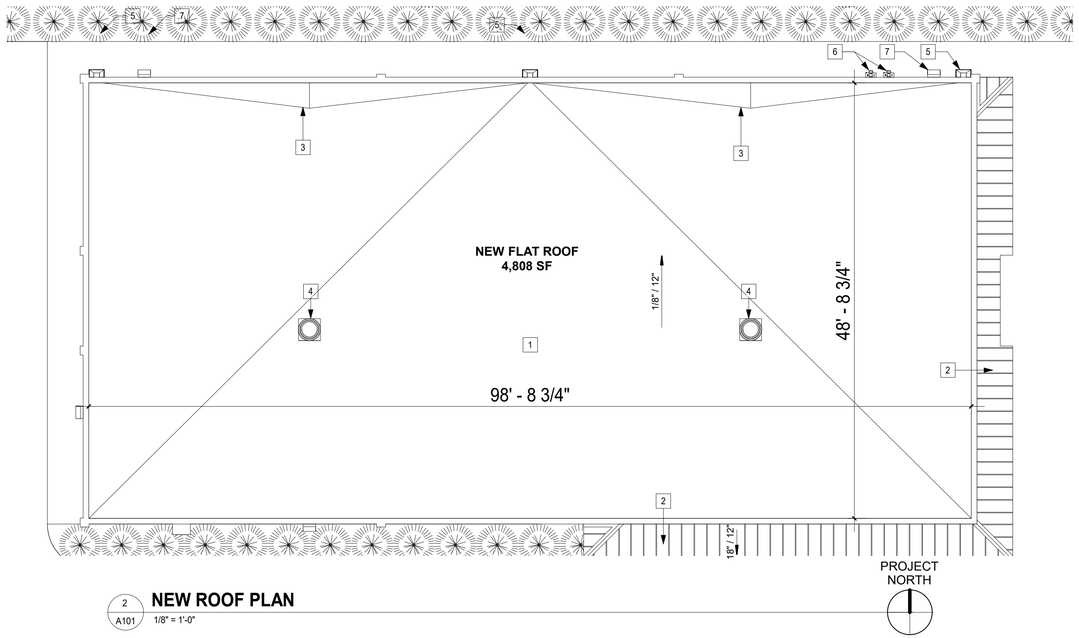


1 A101 **NEW FLOOR PLAN**
1/8" = 1'-0"



2 A101 **NEW ROOF PLAN**
1/8" = 1'-0"

KEY NOTES - PROPOSED FLOOR PLAN

1. (N) CMU WALL(s) - REFER TO WALL SCHEDULE ON SHEET A101
2. (N) STUD WALL(s) - REFER TO WALL SCHEDULE ON SHEET A101
3. (N) EXTERIOR STOREFRONT TO BE INSTALLED - REFER TO SCHEDULE ON SHEET A101
4. (N) INTERIOR WINDOW(S) TO BE INSTALLED - REFER TO SCHEDULE ON SHEET A101
5. (N) DOOR(S) TO BE INSTALLED - REFER TO SCHEDULE ON SHEET A101
6. (N) PLUMBING FIXTURE(S) TO BE INSTALLED
7. (N) FIRE EXTINGUISHER
8. (N) WALL MOUNTED MAIL BOX
9. (N) DX THRU WALL A/C

KEY NOTES - PROPOSED ROOF PLAN

1. (N) FLAT ROOF 1/8" / 12" SLOPE
2. (N) "FAKE" MANSARD ROOF
3. (N) ROOF CRICKET
4. (N) ROOF VENT
5. (N) DOWNSPOUT
6. (N) WEATHER HEAD
7. (N) WALL PACK LIGHT

PROJECT DESCRIPTION / SCOPE OF WORK

THE PROPOSED SCOPE OF WORK CONSISTS OF THE FOLLOWING:
1. CONSTRUCTION OF A NEW WAREHOUSE BUILDING 5,000 SF.
   - NEW BUILDING TO BE USED AS MECHANICAL SHOP FOR MARINE ENGINEERS

BUILDING DATA - PROPOSED BUILDING

LEVEL OF ALTERATION:	NEW CONSTRUCTION
BUILDING CONSTRUCTION TYPE:	TYPE III-B
BUILDING OCCUPANCY TYPE:	BUSINESS, WAREHOUSE
BUILDING SQUARE FOOTAGE:	5,000
ADDRESS:	2555 W STATE ROAD 84 DANIA BEACH, FL 33312
LEGAL DESCRIPTION:	R.P.M. PLAT 149-35 B PARCEL C
FOLIO NUMBER :	5042 20 42 0030

APPLICABLE CODES

2020 FBC (FLORIDA BUILDING CODE), BUILDING, 7TH EDITION
2020 FBC, ACCESSIBILITY, 7TH EDITION
2020 FBC, ENERGY CONSERVATION, 7TH EDITION
2020 FBC, MECHANICAL, 7TH EDITION
2020 FBC, PLUMBING, 7TH EDITION
2020 FLORIDA FIRE PREVENTION CODE 7TH EDITION WITH FL EDITS:
- NFPA 1 FIRE CODE (2021)
- NFPA 101 LIFE SAFETY CODE (2020)

2020 NFPA 70 NATIONAL ELECTRIC CODE (NEC)
2022 NFPA 72 NATIONAL FIRE ALARM AND SIGNALING CODE
2021 NFPA 5000 BUILDING CONSTRUCTION AND SAFETY CODE

2020 TEST PROTOCOLS FOR HIGH VELOCITY HURRICANE ZONE 7TH EDITION

ANSI A117.1 (AMERICAN NATIONAL STANDARDS INSTITUTE) BARRIER FREE CODE AND ADA (AMERICANS WITH DISABILITIES ACT) STANDARD FOR ACCESSIBLE DESIGN (2010) TITLE 1

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PROJECT NAME:
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FLOOR PLAN

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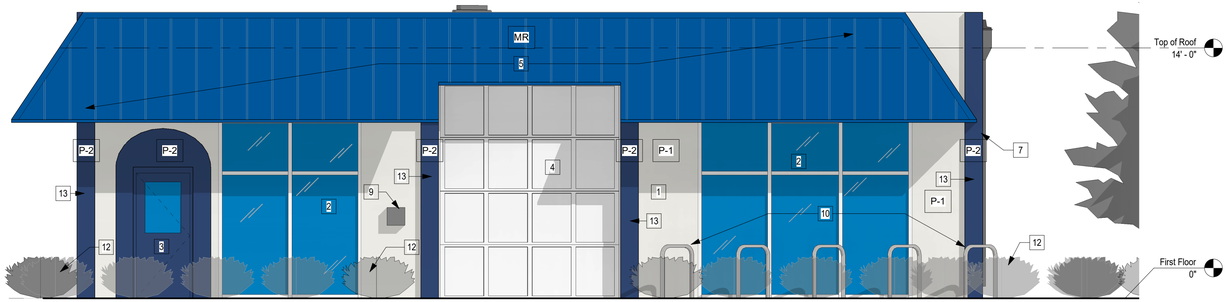
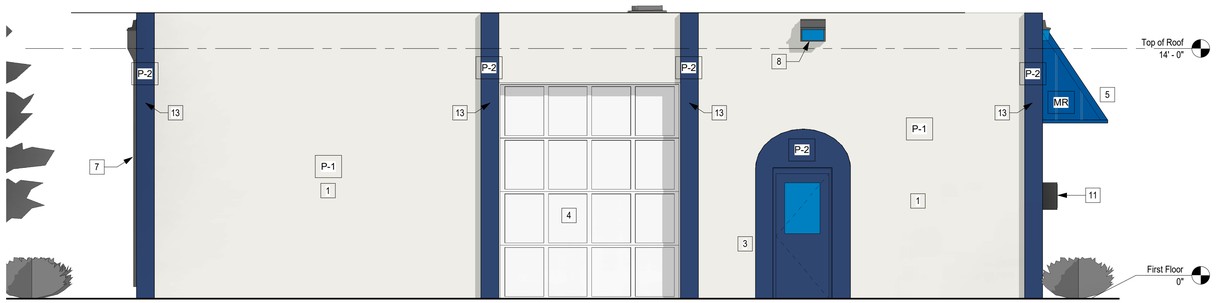


1 A102 **Elevation - East**
1/4" = 1'-0"



3 A102 **Elevation - West**
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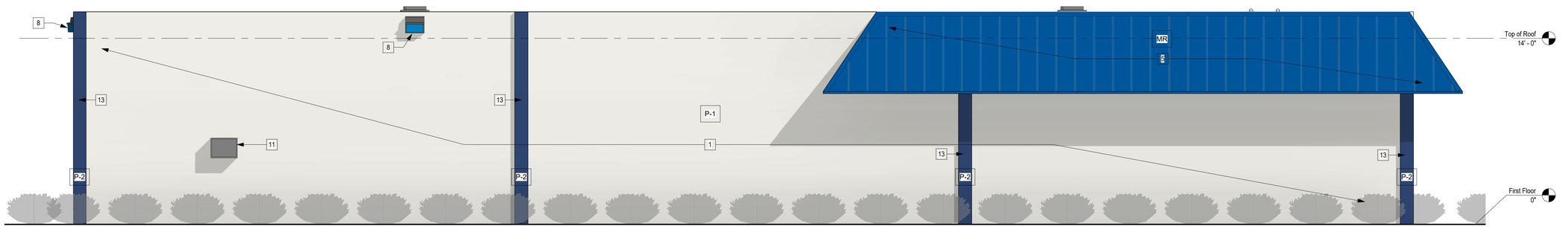
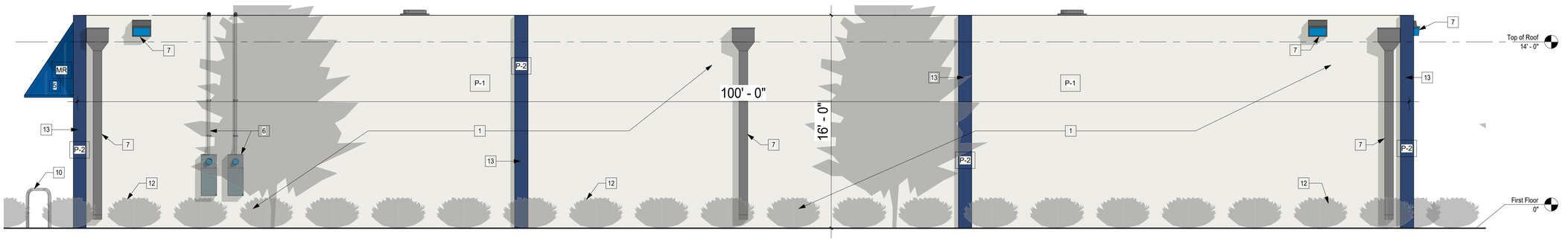
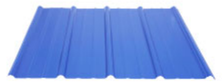


2 A102 **Elevation - South**
1/4" = 1'-0"



4 A102 **Elevation - North**
1/4" = 1'-0"

COLOR LEGENDS



ENGLERT METAL ROOF MANSARD
"PACIFIC BLUE" (MR)

SW 7005
Pure White

PRIMARY COLOR SW 7005
"PURE WHITE" (P-1)

SW 6531
Indigo

SECONDARY COLOR SW 6531
"INDIGO" (P-2)

KEY NOTES - PROPOSED FLOOR PLAN

1. (N) CMU WALL(s) - REFER TO WALL SCHEDULE ON SHEET A101 FINISH TO MATCH (E) BUILDING
2. (N) EXTERIOR STOREFRONT TO BE INSTALLED - REFER TO SCHEDULE ON SHEET A101. TO MATCH (E) BUILDING
3. (N) DOOR(S) TO BE INSTALLED - REFER TO SCHEDULE ON SHEET A101
4. (N) ROLL UP DOOR - REFER TO SCHEDULE ON SHEET A101
5. (N) "FAKE" MANSARD ROOF, FLAT ROOF BEHIND
6. (N) ELECTRICAL METER AND WEATHER HEAD
7. (N) DOWNSPOUTS
8. (N) WALL PACK LIGHTS
9. (N) MAILBOX
10. (N) BICYCLE RACK
11. (N) DX THRU WALL
12. (N) VEGETATION
13. (N) CONCRETE COLUMN

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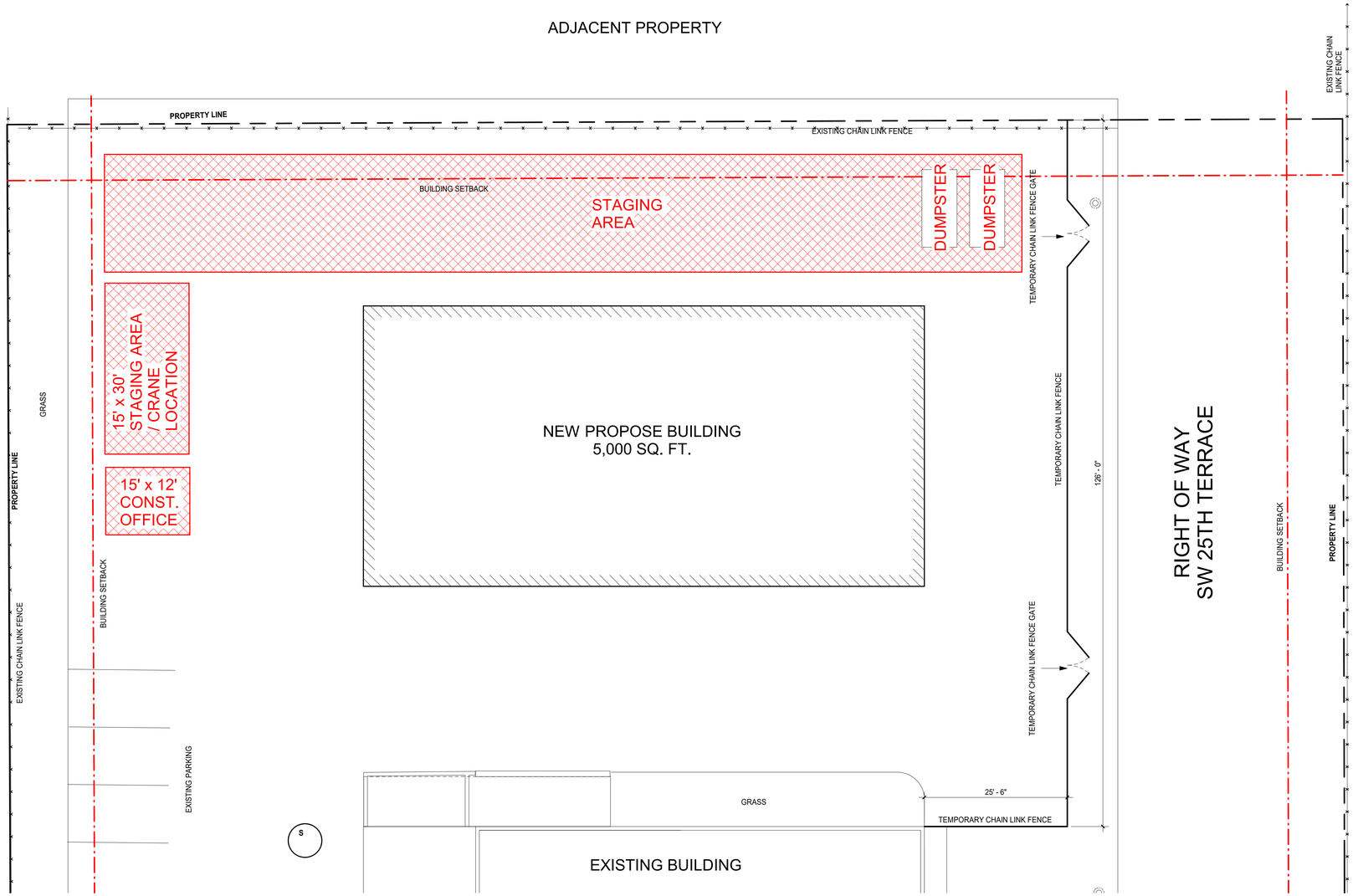
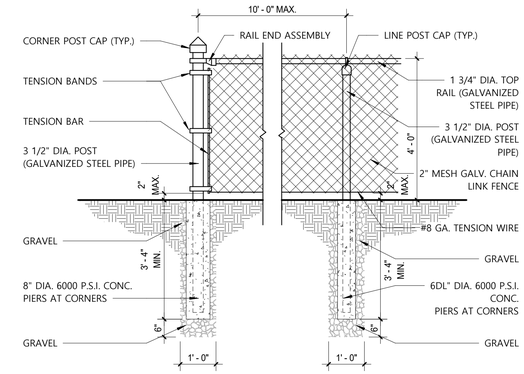


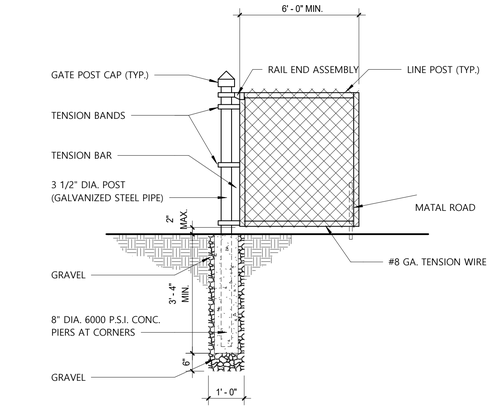
2 A103 SITE STAGING PLAN

3/32" = 1'-0"



1 A103 CHAIN LINK FENCE DETAIL

1/2" = 1'-0"



3 A103 CHAIN LINK FENCE GATE DETAIL

1/2" = 1'-0"

GENERAL NOTES - STAGING PLAN

1. CONTRACTOR MUST ADHERE TO ALL CONSTRUCTION LIMIT LINES AND FENCES.

2. NO STAGING, STORAGE, OR PARKING OF CONSTRUCTION VEHICLES OR EQUIPMENT OUTSIDE THE CONSTRUCTION LIMIT LINE

3. CONTRACTOR TO REVIEW SPECIFICATION SECTION 1: GENERAL REQUIREMENTS BEFORE START OF WORK.

4. FIELD SHEDS MUST BE STRUCTURALLY SOUNDS, WEATHER TIGHT AND RAISED ABOVE GRADE. PROVIDE APPROPRIATE TIE-DOWNS FOR TEMPORARY SHEDS TO BE CAPABLE OF WITHSTANDING WIND VELOCITY PRESSURES ACCORDING TO ASCE 7.

5. PROVIDE TEMPORARY SELF-CONTAINED SINGLE OCCUPANT TOILET UNITS OF THE CHEMICAL, AERATED RECIRCULATION, OR COMBUSTION TYPE, PROPERLY VENTED AND FULLY ENCLOSED WITH GLASS FIBRE REINFORCED POLYSTER SHELL OR SIMILAR NONABSORBANT MATERIAL. SHEILD TOILETS TO ENSURE PRIVACY.

6. SEE SPECIFICATION (01520) FOR CONSTRUCTION FACILITIES REQUIREMENTS OF TEMPORARY CONSTRUCTION OFFICES AND SANITARY FACILITIES. TEMPORARY FEILD OFFICE TO BE PROVIDED OFF-SITE.

7. AFTER COMPLETION OF THE PROJECT, COMPLETELY REMOVE TEMPORARY MATERIALS, EQUIPMENT, AND SERVICES.

8. CLEAN AND REPAIR ALL DAMAGE CAUSED BY THE INSTALLATION OR BY USE OF TEMPORARY FACILITIES. REMOVE ANY TEMPORARY FOUNDATIONS AND UNDERGROUND INSTALLATIONS FOR CONSTRUCTION AIDS. GRADE THE AREAS AFFECTED BACK TO REQUIRED ELEVATIONS AND SLOPE.

9. PROVIDE TEMPORARY WEATHERPROOF, GROUNDED ELECTRIC POWER SERVICE AND DISTRIBUTION SYSTEM OF SUFFICIENT SIZE, CAPACITY, AND POWER CHARACTERISTICS DURING CONSTRUCTION PERIOD. INCLUDE METER, TRANSFORMERS, OVERLOAD PROTECTED DISCONNECTS, AUTOMATIC GROUND FAULT INTERRUPTERS AND MAIN DISTRIBUTION SWITCHGEAR.

10. COST OR USE CHARGES FOR TEMPORARY FACILITIES ARE NOT CHARGEABLE TO THE OWNER OR PROJECT CONSULTANT, AND SHALL NOT BE ACCEPTED AS BASIS OF CLAIMS FOR A CHANGE ORDER.

11. PROVIDE TEMPORARY BARRIERS TO PREVENT UNAUTHORIZED ENTRY TO CONSTRUCTION AREAS TO ALLOW FOR OWNER'S USE OF SITE, AND TO PROTECT EXISTING FACILITIES AND ADJACENT PROPERTIES FROM DAMAGE FROM CONSTRUCTION OPERATIONS.

12. FOR CONSTRUCTION STAGING AREA, REMOVE PANELS OF EXISTING CHAIN LINK FENCE TO PROVIDE VEHICLE GATES. PROVIDE NEW CHAIN LINK FENCING TO BORDER CONSTRUCTION STAGING. PROVIDE MAN DOORS WITHIN NEW FENCING TO ACCESS CONSTRUCTION STAGING AREA.

13. EXISTING TREES AND SHRUBBERY ON SITE ARE TO BE REMOVED AS PER THE LANDSCAPING PLANS.

14. DURING MATERIAL DELIVERY, PROVIDE ADAQUATE SIGNAGE AND BARRIERS FOR TEMPORARY SIDEWALK CLOSING.

15. LARGE MATERIAL STORAGE TO BE LOCATED OFF-SITE & BRAUGHT TO SITE WHEN WORK IS SCHEDULED.

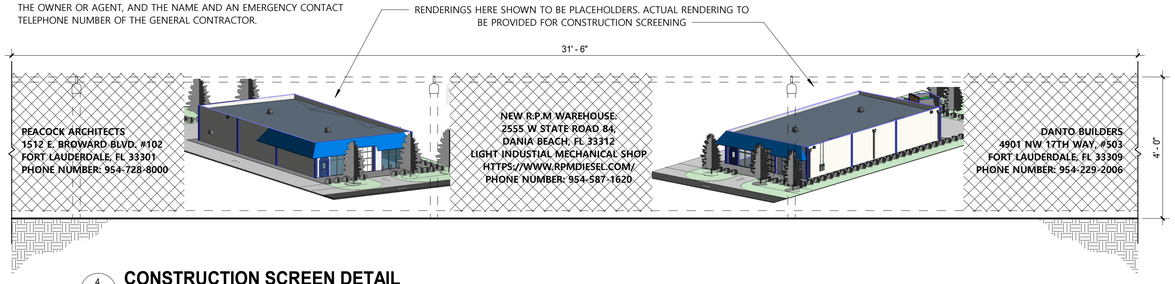
16. ANTICIPATED HOURS OF OPERATION: 8:00 AM - 7:00PM

17. APPLY FOR A REVOCABLE LICENSE APPLICATION FOR CLOSURE OF SIDEWALK OR RIGHT-OF WAY AND COORDINATE WITH THE CITY'S MAINTENANCE OF TRAFFIC (MOT) PROCESS WITH TRANSPORTATION MOBILITY.

18. CONSTRUCTION SITE SHALL PROVIDE SUITABLE CONTAINERS FOR SOLID WASAT AND CONSTRUCTION DEBRIS. DEBRIS SHALL BE MAINTAINED SECURELY AND SHALL NOT REMAIN LOOSE OR UNSECURE AT ANYTIME. ALL DEBRIS SHALL BE REMOVED FROM THE SITE OR PLACE IN A SUITABLE CONTAINER WITHIN TWENTY FOUR HOURS.

19. PER O-2017-027 & O-2018-019. COMMERCIAL PROPERTIES UNDER CONSTRUCTION ARE REQUIRED TO PROVIDE SECURITY TO FENCING WITH SCREENING SHOWING PROJECT RENDERING COVERING AT LEAST 75% OF THE LENGTH OF THE FENCE ALONG AN ARTERIAL OR STATE RIGHTOF- WAY & 25% FOR LOCAL ROADS AND MUST INCLUDE NAME AND INTENDED USE OF THE PROJECT, PROJECT RENDERING, PROJECT WEBSITE ADDRESS, AND OWNER OR AGENT, THE TELEPHONE NUMBER FOR THE OWNER OR AGENT, AND THE NAME AND AN EMERGENCY CONTACT TELEPHONE NUMBER OF THE GENERAL CONTRACTOR. PROVIDE SCREEN DETAILS WITH THE NEXT SUBMITTAL. THE CITY COMMISSION MUST APPROVE THE USE OF CITY LOGO.

NOTE : LENGHT OF SCREEN 126 FT. 25% OF SUCH (31.5 FT) TO DISPLAY NAME AND INTENDED USE OF THE PROJECT, PROJECT RENDERING, PROJECT WEBSITE ADDRESS, AND OWNER OR AGENT, THE TELEPHONE NUMBER FOR THE OWNER OR AGENT, AND THE NAME AND AN EMERGENCY CONTACT TELEPHONE NUMBER OF THE GENERAL CONTRACTOR.



4 A103 CONSTRUCTION SCREEN DETAIL

1/2" = 1'-0"

PEACOCK ARCHITECTS
1512 E Broward Blvd, Suite 102,
Fort Lauderdale, FL 33301
P: 954.728.8000 | F: 954.728.9225

PROJECT DESIGN TEAM:

THE TAMARA PEACOCK CO. ARCHITECTS
1512 E. Broward Blvd. Suite #102
Fort Lauderdale, FL 33301
PH: 954-728-8000

CIVIL SPEATH ENGINEERING
44 West Flagler St, Suite 1850
Miami, FL 33130
PH: 305-834-4213

MEP DANTO BUILDERS
4901 NW 17TH WAY, SUITE 503
FORT LAUDERDALE, FL 33309
(954) 229-2006

STRUCTURAL MCE ENGINEERS, INC
4101 RAVENSWOOD ROAD SUITE 320
FORT LAUDERDALE, FL 33312
PH: 954-390-2628

OWNER:
RPM DIESEL ENGINE CO
2555 W STATE ROAD 84,
DANIA BEACH, FL 33312
PH: 954-587-1620

PROJECT NAME:
RPM WAREHOUSE

2555 W. STATE ROAD 84, DANIA BEACH, FL 33312

Tamara Peacock, R.A
License No.:12126

ISSUED FOR:

DATE:

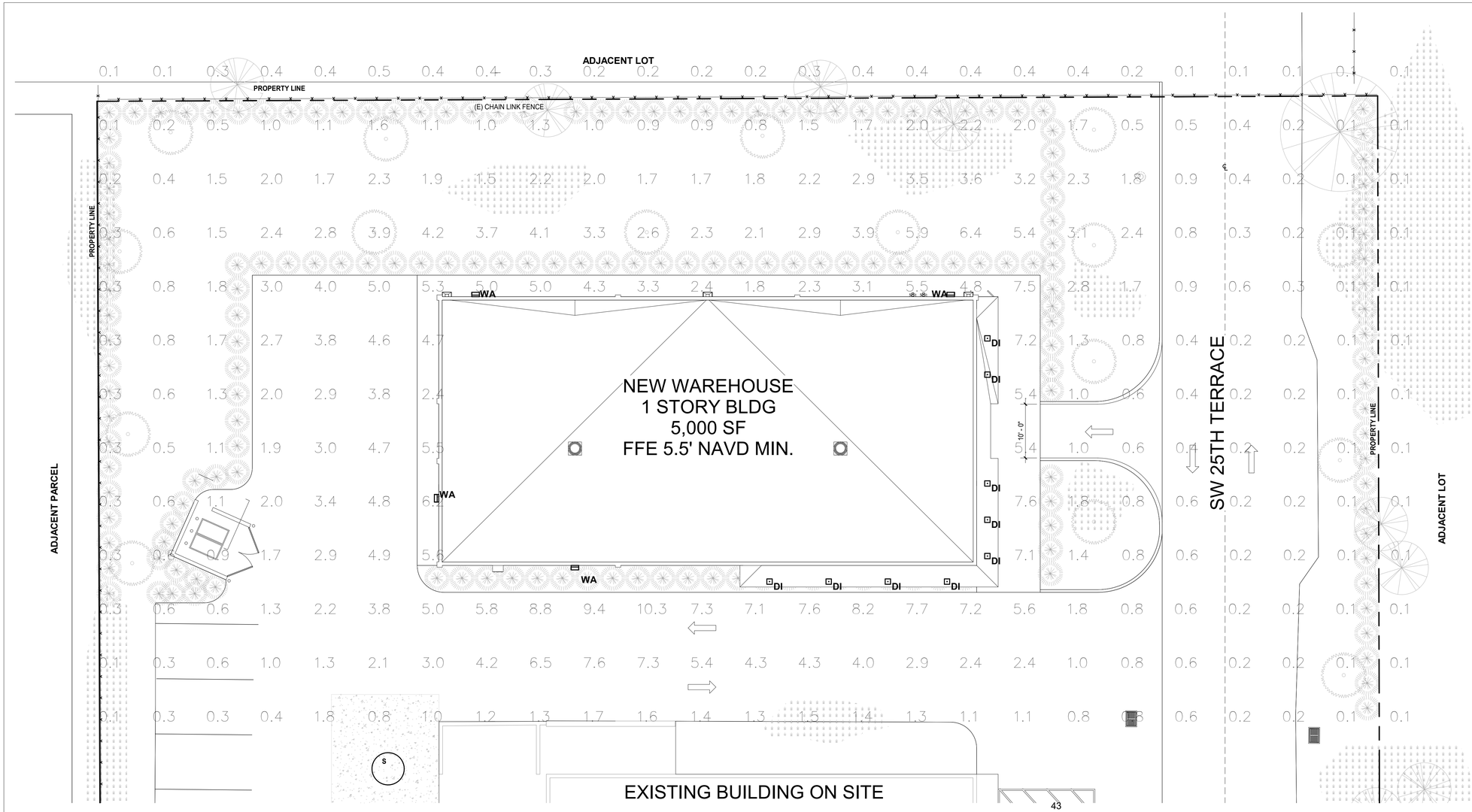
SHEET NAME:
STAGING PLAN

Revision	Revision Date	Issued For

This document is property of Peacock Architects and no part herein shall be used except for the specific project without consent of Peacock Architects. This document was prepared by Peacock Architects according to the terms of general conditions of the contract for construction.
This document does not either in whole or in part constitute any direction or instruction to any contractor with regards to construction means, methods or techniques. By this document the Architect does not intend to express any opinion, direction or instruction of any kind whatsoever as to the manner in which the construcion work is to be accomplished.

DATE: 7/22/2024 9:35:36 AM
PROJ. NO.: CHECKER
DRAWN BY: AUTHOR | PROJ MNGR.: DESIGNER
REVISED BY: CHECKER | CAPT.: APPROVER

SHEET NO.:
A103



1 L-101

PHOTOMETRIC PLAN

1" = 10'-0"

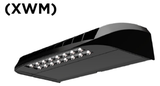
Catalog #: _____ Project: _____ Type: _____

Prepared By: _____ Date: _____

Mirada Medium Wall Sconce (XWM)

Outdoor Wall Sconce

IP65 M08



OVERVIEW	
Lumen Package	3,000 - 21,000
Wattage Range	25 - 175
Efficacy Range (LPW)	125 - 158
Weight lbs(kg)	27 (12.2)
Control Options	0-10ST, ALIS, ALS, PCI

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Hinged die-cast aluminum wiring access door with captured screw.
- Galvanized steel universal wall mount bracket comes standard with hinging mechanism to easily access the junction box wire connections without removing the luminaire.
- Optional pole-mounting bracket (XPMA) permits mounting to standard poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather conditions and resists fading and rusting. Other standard LSI finishes available. Consult factory.
- Max shipping weight: 30lbs in carton

Optical System

- State-of-the-art one piece silicone optic provides industry leading optical control while also acting as an integrated gasket reducing system complexity and improving future reliability.
- Proprietary silicone refractor optics provide precise photometric control in Type I, Type 2, 3, 4, and FT distributions.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93-95%.
- Zero uplight.
- Available in 5000K, 4000K and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.

Electrical

- High-performance programmable driver with superior surge protection, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) input 50/60 Hz or optional High Voltage (347-480 Vac).
- 10kV Classified Life >100k Hours
- Total harmonic distortion (THD) <20%.
- 3L to 0L operating temperature: -40°C to +50°C (-40°F to +122°F)
- 1SL operating temperature: -40°C to +45°C (-40°F to +113°F).
- 1BL operating temperature: -40°C to +40°C (-40°F to +104°F).
- 2L operating temperature: -40°C to +35°C (-40°F to + 95°F).
- Power factor (PF): > 90
- Input power stays constant over life.
- 6 kV / 3 kA surge protection device meets & exceeds Category C Low operation (per ANSI/IEEE C62.41.2)
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed and replaced.
- Optional integral emergency battery pack provides 90-minutes of constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. The fixture delivers 1500 lumens during emergency mode.

Controls

- Integral passive infrared Bluetooth® motion sensor options. Fixtures operate independently or can be networked wirelessly via an iOS or Android configuration app. Updates and modifications to the control strategy are easily implemented via an intuitive app.
- LSI's AirLink™ Blue lighting control system is a simple feature rich wireless Bluetooth mesh network. The integrated fixture sensor and wireless wall switch control of grouped fixtures based on motion sensors, daylight or a fully customizable schedule.

Installation

- Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
- 2 fasteners secure the hinged door underneath the housing and provide quick & easy access to the electrical compartment for installing/servicing.
- Optional terminal block accepts up to 12 ga wire.

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.
- 1 Year warranty on Battery Back-up option.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant, with 3000K or lower color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet locations.
- IP65 rated luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications when pole mounted (using tenon mount slip fitter or vertical arm).
- IK08 rated luminaire per IEC 62262 mechanical impact code.
- DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Mirada Medium Wall Sconce (XWM) Outdoor Wall Sconce

Type: _____

Have questions? Call us at (800) 436-7800

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: XWM 2 LED 03L 30 UE BR2 ALSC

Family	Distribution	Light Source	Lumen Package	Color Temperature
XWM - Mirada Medium Wall Sconce	2 - Type 2 5 - Type 5 4 - Type 4 FT - Type 4 Forward Throw	LED	1L - 1,000 4L - 4,000 6L - 6,000 8L - 8,000 12L - 12,000 15L - 15,000 18L - 18,000 21L - 21,000 Custom Lumen Packages[1]	30 - 3000K 40 - 4000K 50 - 5000K APM - Phosphor Converted Amber[2]

Voltage	Finish	Controls	Options
UE - Universal Voltage (120-277V) HV - High Voltage (347-480V)	BLK - Black BZE - Dark Bronze GPAL - Gun Metal Gray<

March 4, 2024

Via Certified Mail – not sure we need to do this but will ask.

[INSERT RECIPIENT CONTACT INFO]

Re: RPM Diesel Engine Co
2555 W. State Road 84
Dania Beach, FL 33312

Dear RECIPIENT,

RPM Diesel Engine Co ("Applicant") is the land owner and developer of the 95,103-sf parcel located at 2555 W. State Road 84 ("Property") in the City of Dania Beach ("City"), legal description Plat 149-35B, Parcel C. As you are a nearby property owner within 1,000 feet, we are sending this letter to you as a courtesy notice of a proposed Project on the Property.

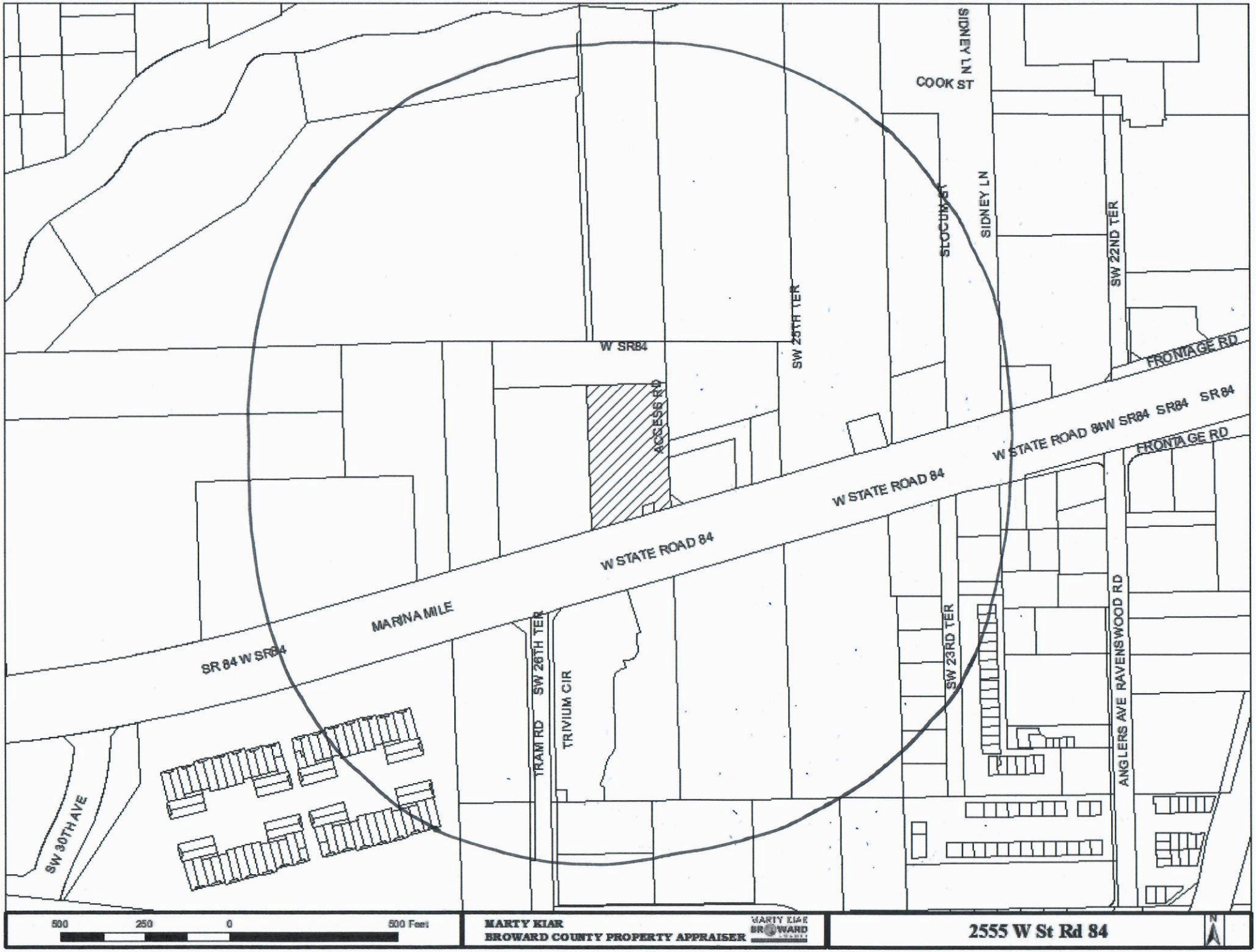
The Property has a MA-1 zoning, and current and future use are for office / warehouse. The proposed Project is a 4,960-sf, single-story office / warehouse. It is anticipated that the Project will be scheduled for City Commission consideration within the next two (2) months.

If you have any questions regarding the Project, please do not hesitate to reach out to me at (954) 214-7219 or bryon@rpmdiesel.com.

Sincerely,

Bryon MacDonald

RPM Diesel Engine Co


COOK ST
SIDNEY LN
SLOCUM ST
SIDNEY LN
SW 22ND TER
SW 25TH TER
W SR84
ACCESS RD
FRONTAGE RD
W STATE ROAD 84W SR84 SR84 SR 84
FRONTAGE RD
W STATE ROAD 84
W STATE ROAD 84
MARINA MILE
SR 84 W SR84
SW 26TH TER
TRAM RD
TRIVIUM CIR
SW 23RD TER
ANGLERS AVE
RAVENSWOOD RD
SW 30TH AVE
500 250 0 500 Feet
MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER
2555 W St Rd 84
N

CUTRO AND ASSOCIATES

CERTIFICATION LETTER

City of Dania Beach

Date: March 4, 2024

Address or

General Location: 2555 W. State Road 84

This letter certifies that the attached mailing list is a complete and accurate representation of the property owners with 1,000 feet of the subject property. This reflects the records on file in the Broward County Property Appraiser's Offices as of February 28, 2024.

The attached Public Outreach notice was mailed to the persons on the list on March 4, 2024.

Thank You,

Christina Mathews

Sworn and subscribed before me this 4th day of March, 2024. She is personally known to me.

Signature of Notary

NOTARY PUBLIC STATE OF FLORIDA
JEFFERSON DURHAM
Commission # HH 094399
Expires February 17, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

1025 Yale Drive
Hollywood, Florida 33021
954-920-2205
Email: cutroplanning@yahoo.com

NAME	ADDRESS_LI	CITY	STATE	ZIP
UNIVERSAL SHIPYARD LLC	2700 SW 25TH TER	FORT LAUDERDALE	FL	33312
S S ROCKS LLC	2551 W STATE ROAD 84	FORT LAUDERDALE	FL	33312
BILLY B RICHARDSON LIV TR	7205 NICHOLS RD	NICHOLS HILLS	OK	73120
BILLY B RICHARDSON LIV TR	7205 NICHOLS RD	NICHOLS HILLS	OK	73120
TROPICAL PARADISE RESORTS LLC	PO BOX 813788	HOLLYWOOD	FL	33081
MULLIGAN & RUBANO LLC	2555 W STATE RD 84	FORT LAUDERDALE	FL	33312
UNIVERSAL SHIPYARD LLC	2700 SW 25TH TER	FORT LAUDERDALE	FL	33312
S S ROCKS LLC	2551 STATE ROAD 84	FORT LAUDERDALE	FL	33312
BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309
BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
ROLLY MARINE SERVICE CO	2551 STATE ROAD 84	FORT LAUDERDALE	FL	33312
BILLY B RICHARDSON LIV TR	7205 NICHOLS RD	NICHOLS HILLS	OK	73120
BILLY B RICHARDSON LIV TR	7205 NICHOLS RD	NICHOLS HILLS	OK	73120
AMERICAN RECOVERY SPECIALISTSOF FT LAUDERDALE INC	3710 NE 26 AVE	LIGHTHOUSE POINT	FL	33064

AMERICAN RECOVERY SPECIALISTSOF FT LAUDERDALE INC	3710 NE 26 AVE	LIGHTHOUSE POINT	FL	33064
MG FLORIDA REALTY LLC	2001 S FEDERAL HWY	DELRAY BEACH	FL	33483
T & E LAND LLC	64 WALTHAM C	WEST PALM BEACH	FL	33417
T & E LAND LLC	64 WALTHAM C	WEST PALM BEACH	FL	33417
T & E LAND LLC	64 WALTHAM C	WEST PALM BEACH	FL	33417
ED BROTHERS BY THE SEA LLC	5430 SW 25 AVE	FORT LAUDERDALE	FL	33312
RATAGAN RND CORP% ALTON DUNCAN	2961 SW 23 TER	FORT LAUDERDALE	FL	33312
2830 SW 23RD TERRACE LLC	2019 SW 20 ST STE 225	FORT LAUDERDALE	FL	33315
2340 W STATE RD 84 LLC	333 HIMMERSHEE ST #103	FORT LAUDERDALE	FL	33312
ALL MARINE BOAT AUTO SERVICE LLC	4440 SW 26 AVE	FORT LAUDERDALE	FL	33312
PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004
PEARL,DOUGLAS B &PEARL,DAVID S II & PEARL,J E	2850 RAVENSWOOD ROAD	DANIA BEACH	FL	33312
PEARL,DOUGLAS B &PEARL,DAVID S II & PEARL,J E	2850 RAVENSWOOD ROAD	DANIA BEACH	FL	33312
PEARL,DOUGLAS B &PEARL,DAVID S II & PEARL,J E	2850 RAVENSWOOD ROAD	DANIA BEACH	FL	33312
NEW YORK INFINITE LLC	4898 NW 16 AVE	BOCA RATON	FL	33431
BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
BROWARD COUNTY POLICE BENEVOLENT	2650 W STATE ROAD 84	FORT LAUDERDALE	FL	33312
MULLIGAN & RUBANO LLC	2555 W STATE RD 84	FORT LAUDERDALE	FL	33312
BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
TRIVIUM HOSPITALITY LLC	2460 W STATE ROAD 84	FORT LAUDERDALE	FL	33312
MARINA MILE VENTURES LLC	2541 W STATE ROAD 84	FORT LAUDERDALE	FL	33312
RUMUR PROPERTIES LTD% JOSEPH J RUBANO	2555 W STATE RD 84	FORT LAUDERDALE	FL	33312
RUMUR PROPERTIES LTD% JOSEPH J RUBANO	2555 W STATE RD 84	FORT LAUDERDALE	FL	33312

RUMUR PROPERTIES LTD	2555 W STATE RD 84	FORT LAUDERDALE	FL	33312
MARINA MILE BUSINESS PARKMASTER ASSOCIATION INC	3081 E COMMERCIAL BLVD #105	FORT LAUDERDALE	FL	33308
FORT LAUDERDALE MOTORCOACHRESORT & YACHT CLUB LLC	25 BLOOMINGDALE RD	HICKSVILLE	NY	11801
FORT LAUDERDALE MOTORCOACHRESORT & YACHT CLUB LLC	25 BLOOMINGDALE RD	HICKSVILLE	NY	11801
NOVA PLANTATION HOTELS LLC	5865 NORTH POINT PKWY STE 350	ALPHARETTA	GA	30022
PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004
AIDS HEALTHCARE FOUNDATION INC	6255 W SUNSET BLVD 21 FLR	LOS ANGELES	CA	90028
FUSS FREE AC LLC	2880 SW 23 TER SUITE 101	FORT LAUDERDALE	FL	33312
VICENTE HOLDING GROUP LLC	7083 CRESCENT CREEK LN	COCONUT CREEK	FL	33073
VICENTE HOLDING GROUP LLC	7083 CRESCENT CREEK LN	COCONUT CREEK	FL	33073
SPLIT SEA ENTERPRISE LLC	2880 SW 23 TER #104	FORT LAUDERDALE	FL	33312
GREEN OAK OWNERS ASSOCIATION INC	5100 W COPANS RD #100	MARGATE	FL	33063
FORT LAUDERDALE HOSPITALITY INC	2460 W STATE ROAD 84	FORT LAUDERDALE	FL	33312
HERD ENTERPRISES INC	3500 N 28 TER	HOLLYWOOD	FL	33020
HERD ENTERPRISES INC	3500 N 28 TER	HOLLYWOOD	FL	33020
FLORIDA INTRODUCES PHYSICALACTIVITY NUTRITION TO YOUTH INC	2860 STATE ROAD 84 #103	FORT LAUDERDALE	FL	33312
FLORIDA INTRODUCES PHYSICALACTIVITY NUTRITION TO YOUTH INC	2860 STATE ROAD 84 #103	FORT LAUDERDALE	FL	33312
MARINA MILE ORGANIZATION LLC	2860 STATE ROAD 84 #105 106	FORT LAUDERDALE	FL	33312
MARINA MILE 107 LLC	3670 INVERRARY DR #B 1Q	LAUDERHILL	FL	33319
JAG CONCEPTS LLC% JAMES GRAHAM	10100 SW 16 CT	DAVIE	FL	33324
CMD MARINA MILE LLC	2860 W STATE ROAD 84 #109	FORT LAUDERDALE	FL	33312
CMD MARINA MILE LLC	2860 W STATE ROAD 84 #109	FORT LAUDERDALE	FL	33312
KR HARBOR HOLDINGS LLC	2634 NW 49 ST	BOCA RATON	FL	33434

GNB ENTERPRISES LLC	2860 STATE ROAD 84 SUITE 112	FORT LAUDERDALE	FL	33312
ROAN PROPERTIES LLC	1510 SW 13 CT	POMPANO BEACH	FL	33069
MARINE LIGHTING SOLUTIONS LLC	2860 W STATE ROAD 84 #114	FORT LAUDERDALE	FL	33312
SUPREME TITLE & ESCROW INC	2860 STATE ROAD 84 #115	FORT LAUDERDALE	FL	33312
GULSAY SAIB GURBUZ CHILDRENS TRGURBUZ,GULSAY SAIB TRSTEE	8862 SOUTHERN ORCHARD RD N	DAVIE	FL	33328
GULSAY SAIB GURBUZ CHILDRENS TRGURBUZ,GULSAY SAIB TRSTEE	8862 SOUTHERN ORCHARD RD N	DAVIE	FL	33328
PREMIER PROPERTIES OFHALLANDALE LLC	430 ANSIN BLVD SUITE M	HALLANDALE BEACH	FL	33309
NOLTE,RYAN	4611 S UNIVERSITY DR #165	DAVIE	FL	33328
PANTRY OF BROWARD INC	2800 STATE ROAD 84 #101	FORT LAUDERDALE	FL	33312
2800 MARINA 102 LLC	2800 STATE ROAD 84 #102	FORT LAUDERDALE	FL	33312
2800 W STATE ROAD 84 LLC	2800 W STATE ROAD 84 #104	FORT LAUDERDALE	FL	33312
2800 W STATE ROAD 84 LLC	2800 W STATE ROAD 84 #104	FORT LAUDERDALE	FL	33312
2800 W STATE ROAD 84 LLC	2800 STATE ROAD 84 #104	FORT LAUDERDALE	FL	33312
SERAFINI INVESTMENTS ATMARINA MILE LLC	21050 POINT PL #2302	AVENTURA	FL	33180
SERAFINI INVESTMENTS ATMARINA MILE LLC	21050 POINT PL #2302	AVENTURA	FL	33180
PAI INVESTMENTS LLC	2800 STATE RD 84 #111	FORT LAUDERDALE	FL	33312
PAI INVESTMENTS LLC	2800 MARINA MILE BLVD #111	FORT LAUDERDALE	FL	33312
PAI INVESTMENTS LLC	2800 MARINA MILE BLVD #111	FORT LAUDERDALE	FL	33312
PAI INVESTMENTS LLC	2800 MARINA MILE BLVD #111	FORT LAUDERDALE	FL	33312
ALLO PROPERTIES LLC% A.J.RICHTER	2843 W ORCHARD CIR	DAVIE	FL	33009
RFB LLC	3910 LYMESTONE DR	COOPER CITY	FL	33026
INVESTCOM PROPERTIES LLC	2800 W STATE ROAD 84 STE 118	FORT LAUDERDALE	FL	33312
INVESTCOM PROPERTIES LLC	2800 W STATE ROAD 84 #118	FORT LAUDERDALE	FL	33312

INVESTCOM PROPERTIES LLC	2800 W STATE ROAD 84 #118	FORT LAUDERDALE	FL	33312
INVESTCOM PROPERTIES LLC	2800 STATE ROAD 84 #118	FORT LAUDERDALE	FL	33312
KINGSBERG ESTATE CORP	2800 W STATE RD 84 #118	FORT LAUDERDALE	FL	33312
KINGSBERG ESTATE CORP	2800 W STATE RD 84 #118	FORT LAUDERDALE	FL	33312
MILE ONE PROPERTIES LLC	2890 STATE ROAD 84, #102	FORT LAUDERDALE	FL	33312
MILE ONE PROPERTIES LLC	2890 STATE ROAD 84 #102	FORT LAUDERDALE	FL	33312
BEAR AQUISITION.COM LLC	500 WESTOVER DR # 7325	SANFORD	NC	27330
S&S MARINA MILE II LLC	2890 W STATE ROAD 84 STE 104	FORT LAUDERDALE	FL	33312
MARINA MILE 105 LLC	2890 STATE ROAD 84 #105	FORT LAUDERDALE	FL	33312
WRECKING BALL MEDIA GROUP LLC	2890 W STATE ROAD 84 STE 106	FORT LAUDERDALE	FL	33312
LOEY PROPERTIES LLC	2890 W STATE ROAD 84 STE 108	FORT LAUDERDALE	FL	33312
LOEY PROPERTIES LLC	2890 W STATE ROAD 84 STE 108	FORT LAUDERDALE	FL	33312
MACA LLC	780 NW 42 AVE #601	MIAMI	FL	33126
MACA LLC	780 NW 42 AVE #601	MIAMI	FL	33126
SEPULVEDA REAL ESTATEVENTURES LLC	2890 W STATE ROAD 84 #111	FORT LAUDERDALE	FL	33312
84 LLC	12635 SW 20 ST	DAVIE	FL	33325
LAWSON GROUP LLC	2301 SPANISH RIVER RD	BOCA RATON	FL	33432
STANLEY & K SWAYSLAND REV LIV TRSWAYSLAND,STANLEY & K M TRSTEES	2890 STATE ROAD 84 UNIT 114	FORT LAUDERDALE	FL	33312
BARRON FAMILY HOLDINGS LLC	2890 MARINA MILE BLVD #115	FORT LAUDERDALE	FL	33312
HLB SPECIALTIES LLC	2890 STATE RD 84 #116	FORT LAUDERDALE	FL	33312
HLB SPECIALTIES LLC	2890 STATE RD 84 #116	FORT LAUDERDALE	FL	33312
SAMMICHAEL LLC	2890 STATE ROAD 84 STE 118	FORT LAUDERDALE	FL	33312
SAMMICHAEL LLC	2890 W STATE ROAD 84 #118	FORT LAUDERDALE	FL	33312

MARIE STUART KENYON LLC	2830 STATE ROAD 84 #101	FORT LAUDERDALE	FL	33312
C & M DAVIE LLC	2830 W STATE ROAD 84 STE 102	FORT LAUDERDALE	FL	33312
TACTICAL ASSETS LLC	3343 W COMMERCIAL BLVD #107	FORT LAUDERDALE	FL	33309
TACTICAL ASSETS LLC	3343 W COMMERCIAL BLVD #107	FORT LAUDERDALE	FL	33309
ANJUMAN-E-JAMALI MIAMI INC	2830 W STATE ROAD 84 #106	FORT LAUDERDALE	FL	33312
ANJUMAN-E-JAMALI MIAMI INC	2830 W STATE RD 84 STE 105	FORT LAUDERDALE	FL	33312
GC4 ASSOCIATES INC	2540 SW 74 TER	DAVIE	FL	33317
AMERICA COMMERCIAL PLACE LLC	3670 INVERRARY DR #B 1Q	LAUDERHILL	FL	33319
RESTEC DEVELOPMENT CORP	2830 W STATE ROAD 84 UNIT 109	FORT LAUDERDALE	FL	33312
SEPULVEDA REAL EST VENTURES LLC	2830 STATE ROAD 84 STE 110-111	FORT LAUDERDALE	FL	33312
SEPULVEDA REAL EST VENTURES LLC	2445 POINCIANA AVE	WESTON	FL	33327
GNB ENTERPRISES LLC	2830 W STATE RD 84 STE 112	FORT LAUDERDALE	FL	33312
REAL ESTATE ASSOCIATED LLC	3670 INVERRARY DR #B 1Q	LAUDERHILL	FL	33319
WHITEFORD PROPERTIES LLC	9909 NW 2 ST	PLANTATION	FL	33324
WHITEFORD PROPERTIES LLC	9909 NW 2 ST	PLANTATION	FL	33324

SFC PROPERTIES II LLC	2830 STATE ROAD 84 STE 116	FORT LAUDERDALE	FL	33312
CANDAS GL LLC	6330 SW 50 ST	MIAMI	FL	33155
MDK INVESTORS LLC	2830 STATE ROAD 84 UNIT 118	FORT LAUDERDALE	FL	33312
GUARDIAN HEADQUARTERS LLC	325 NE 3 AVE	DANIA BEACH	FL	33004
AABC REAL ESTATE LLC	2962 TRIVIUM CIR #101	FORT LAUDERDALE	FL	33312
AABC REAL ESTATE LLC	2962 TRIVIUM CIR #101	FORT LAUDERDALE	FL	33312
MCB VENTURES INC	757 SE 17 ST #289	FORT LAUDERDALE	FL	33316
SCREAMING THUNDER INC	4020 SW 2 ST	PLANTATION	FL	33317
FLORIDA SILICA SAND COMPANY	2962 TRIVIUM CIR #106	FORT LAUDERDALE	FL	33312
FLORIDA SILICA SAND COMPANY	2962 TRIVIUM CIR #106	FORT LAUDERDALE	FL	33312
GOOD LIGHT HOLDINGS LLC	2513 OKEECHOBEE LANE	FORT LAUDERDALE	FL	33312
SCREAMING THUNDER INC	4020 SW 2 ST	PLANTATION	FL	33317
TRIVIUM PARK HC LLC	8580 NW 93 STREET	MEDLEY	FL	33166
KCARLTON REALTY HOLDINGS LLC	2962 TRIVIUM CIR STE 111	FORT LAUDERDALE	FL	33312
KCARLTON REALTY HOLDINGS LLC	2962 TRIVIUM CIR STE 111	FORT LAUDERDALE	FL	33312
AABC REAL ESTATE LLC	2962 TRIVIUM CIR #101	FORT LAUDERDALE	FL	33312
AABC REAL ESTATE LLC	2962 TRIVIUM CIR #101	FORT LAUDERDALE	FL	33312
201 TRIVIUM PARK LLC	2962 SW 26 TER #201	FORT LAUDERDALE	FL	33312

DMPF HOLDINGS LLC	4006 N 30 AVE	HOLLYWOOD	FL	33020
TRIVIUM PARK HC LLC	8580 NW 93 STREET	MEDLEY	FL	33166
KARI VENTURES LLC	2962 SW 26 TER STE 204	FORT LAUDERDALE	FL	33312
EXPORT MIAMI INC	2962 TRIVIUM CIR #205	FORT LAUDERDALE	FL	33312
TRIVIUM PARK HC LLC	8580 NW 93 STREET	MEDLEY	FL	33166
DMPF HOLDINGS LLC	4006 N 30 AVE	HOLLYWOOD	FL	33020
PATTY E MASON EA INC	1507 S HIAWASSEE RD #215	ORLANDO	FL	32835
2944 TRIVIUM CIRCLE LLC	2944 TRIVIUM CIR #501	FORT LAUDERDALE	FL	33312
2944 TRIVIUM CIRCLE LLC	2944 TRIVIUM CIR #501	FORT LAUDERDALE	FL	33312
DARIUM HOLDINGS LLC	2908 TRIVIUM CIR #601	FORT LAUDERDALE	FL	33312

DANIA BEACH
SEA IT LIVE IT LOVE IT

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

RECEIVED
NOV 02 2023

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☒ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: SP-087-23

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: 2555 West State Road 84 Daina Fl 33312

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: RPM Plat 149-35 B Parcel C

Folio Number(s): 504220420030 Legal Description: RPM Plat 149-35 B Parcel 3

Applicant/Consultant/Legal Representative **(circle one)** JUAN UJUETA

Address of Applicant: 1512 E. BROWARD BLVD, FORT LAUDERDALE, FL 33301

Business Telephone: 954-728-8000 Home: — Fax: —

E-mail address: JUAN@PEACOCKARCHITECTS.COM, CRISTIN@PEACOCKARCHITECT.COM

Name of Property Owner: RPM Plat 149-35 B Parcel C

Address of Property Owner: 9533 Justin Lane

Business Telephone: 954-587-1620 Home: 1-571-733-4845 Fax: _____

Explanation of Request: NEW CONSTRUCTION OF 5000 SF WARE HOUSE
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code.***

Prop. Net Acreage: 2.18 Gross Acreage: 2.18 Prop. Square Footage: 5000

Existing Use: Warehouse Proposed Use: Warehouse

Is property owned individually, by a corporation, association, or a joint venture? RPM Plat 149-35 B Parcel C

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: Julie Grinder
(Owner / Agent signature*)

BEFORE ME THIS 2 nd **DAY OF** November, **20**2023

By:
Julie Grinder
(Print name of person acknowledging)

X _____
(Joint owner signature if applicable)

Notary Public State of Florida
Thaddeus Chuchla Jr
My Commission HH 055677
Expires 01/29/2025

Notary _____
(Signature of Notary Public – State of FL **)**

Personally known ✓ **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** X Virginia T66022390 exp 04/04/2031

***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
City Attorney Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis

SUBJECT: Unsolicited Proposal - by Crockett Beach Sports Academy (RCBSA) for a beach volleyball facility at Frost Park – Statutory Prerequisites

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Request:
To hold with the first of two public hearings required under state law in order to proceed with the unsolicited proposal for a for a beach volleyball facility at Frost Park by Crockett Beach Sports Academy.

Background:
In 2024 the Florida Legislature amended Florida Statutes Section 255.065, relating to unsolicited proposals. In order to proceed with an unsolicited proposal the City has two options – (1) it can accept the proposal and then issue a bid for other proposals; or (2) it can proceed without a bid, but is required to hold two advertised public hearings and issue findings of fact to support the decision to proceed with the unsolicited proposal. During the duly noticed public hearing at which the proposal is presented and affected public entities and members of the public are able to provide comment and at a second duly noticed public meeting determines that the proposal is in the public's interest. At the second hearing the City Commission shall be required to review the following factors to determine that the project is in the public interest and make findings of fact regarding same:

1. The benefits to the public.
2. The financial structure of and the economic efficiencies achieved by the proposal.
3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.
4. The project's compatibility with regional infrastructure plans.
5. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments.

-

Budgetary Impact
The City is obligated to pay for the cost of advertising the two pubic hearings and then publishing in the Florida Administrative Register for seven (7) consecutive days the findings of fact in support of proceeding with the unsolicited proposal.

Recommendation
Hold the first of two public hearings required under state law before proceeding with contracting with Crockett Beach Sports Academy. Thereafter, at a future meeting, the City can consider an agreement with Crockett Beach Sports Academy.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES SECTION 255.065, AFTER HOLDING THE FIRST OF TWO PUBLIC HEARINGS, ACCEPTS AN UNSOLICITED PROPOSAL BY RITA CROCKETT BEACH SPORTS ACADEMY (RCBSA) FOR A QUALIFIED PROJECT FOR "THE PIT", A BEACH SPORTS FACILITY AT FROST PARK; AUTHORIZING A SECOND PUBLIC MEETING FOR A PUBLIC INTEREST DETERMINATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rita Crockett Beach Sports Academy "RCBSA" is a 501 3C that has issued an unsolicited proposal to develop a unique multisport beach facility in Dania Beach, Florida that caters to all age groups and their needs for recreational outdoor activities; and

WHEREAS, RCBSA desires to develop the "The PIT" at Frost Park, as a Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more, and locating six (6) lighted courts with a sitting area and concession stand at Frost Park; and

WHEREAS, "The PIT" will offer leagues, vacation training packages, local, national, and international tournaments to bring visitors to the City; and

WHEREAS, in receiving an unsolicited proposal the City can select to advertise and issue a bid to obtain other proposals, or it can select to proceed with the unsolicited proposal, provided it first holds a duly noticed public hearing at which the proposal is presented and affected public entities and members of the public are able to provide comment and at a second duly noticed public meeting determines that the proposal is in the public's interest; and

WHEREAS, the City desires to proceed with the two public hearings, with the first hearing being held this August 27, 2024; and

WHEREAS, thereafter, at the second public meeting, the City Commission, shall be required to review the following factors to determine that the project is in the public interest and make findings of fact regarding same:

1. The benefits to the public.

2. The financial structure of and the economic efficiencies achieved by the proposal.

3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.

4. The project's compatibility with regional infrastructure plans.

5. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments.

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 has held the first of two public hearings required pursuant to Florida Statutes Section 255.065. The City shall schedule the second of two public hearings and issue findings of fact.

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 become effective immediately.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

To: Elected Officials of Dania Beach
May 2024
From: Rita Buck-Crockett
Re: Proposal for the City of Dania Beach

Rita Crockett Beach Sports Academy "RCBSA" 501 3C in collaboration with the City of Dania Beach proposes to develop a unique multisport beach facility in Dania Beach, Florida that caters to all age groups and their needs for recreational outdoor activities. It will attract residents and visitors. "The PIT" at Frost Park is a Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more. Home to 6 lighted courts with a sitting area and concession stand at Frost Park. Partnering with Dania Beach, "The PIT" will offer leagues, vacation training packages, local, national, and international tournaments to bring visitors to the city. "The first City of Broward County" with the first Beach Sport Complex.

Rita Buck-Crockett is the face of RCBSA, and is a resident of Dania Beach, Rita is a former Assistant Athletic Director, Head Indoor and Beach Volleyball Coach for Florida International University. Crockett played professional volleyball in Switzerland, Italy and Japan, was a member of the 1982 FIVB World Cup Bronze Medal USA National Team where she was name to the All-World team, and the 1984 Silver Medal USA Olympic Team, as well as being World Champion of the WPVA Beach Volleyball League in 1989 and Runner-up in 1990. She served as Head Volleyball Coach of the Swiss National Team, the RTV Basel Professional Club VB Team (Switzerland) and was also Head VB Coach at the University of Iowa. Her honors include AVCA National Coach of the Year (Beach VB), International Volleyball Hall of Fame, Texas Sports Hall of Fames, Texas Black Sports Hall of Fame, San Antonio Sports Hall of Fame and is a University of Houston Athletics Hall of Fame inductee. Rita is a graduate of University of Iowa.

RCBSA aligns its culture with the City's Culture of Respect, Integrity, and Standard of Excellence.

Upon City approval, The RCBSA (Rita Crockett Beach Sport Academy) is proposing these key elements for partnership with Dania Beach:

- RCBSA is seeking assistance with 50% of the start-up cost, estimated at $250,000, which RCBSA will match the remaining 50% needed for start-up cost.
- The proposal includes the use of Frost Park and the community center for check-in, concession stand, bathrooms, storage space where available, fencing, netting, and lighting for night play.
- RCBSA proposes a revenue share of 20% for the city and 80% for RCBSA.
- The city's HR background screening assistance, supplemental marketing tools, and maintenance, as well as equipment, will be utilized.
- Residents of Dania Beach will receive discounts for events, training and activities. Residents will also receive open play hours.
- RCBSA is asking for a partnership and land use for 3-5 years with the option to grow the facility and renew the partnership.

The purpose of the "The Pit" at Frost Park is to enhance the City's recreational programs to locals and non-local visitors that make Dania Beach its destination and bring revenue to the community at large.

Rita Buck-Crockett

Rita Crockett Beach Sports Academy
"THE PIT" @ Frost Park Proposal for the City of Dania Beach

Prepared by:

Rita Buck-Crockett

Marrita Crockett-Moulton

Presented 2024

ritacrockett3333@gmail.com | 786-387-0619
marritacrockett33@gmail.com | 319-594-7332

ritacrockettacademy.com

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Executive Summary.....**page 1**
- *Provide a high-level overview of the proposed business venture, including key details and highlights.*
- *Summarize the business concept, target market, competitive advantages, financial projections, and funding needed.*

Business Overview.....**page 1-3**
- *Describe the proposed beach volleyball court facility, including the location, number of courts, amenities, etc.*
- *Explain the vision, mission, and goals for the business.*
- *Discuss the competitive landscape and SWOT analysis.*

Operations Plan.....**page 3-4**
- *Outline the facility layout, equipment, and operational processes.*
- *Discuss the management team, staffing needs, and day-to-day operations.*
- *Describe the facility's accessibility, parking, and other logistical considerations.*

Market Analysis & Strategy.....**page 4-6**
- *Provide an overview of the target market - demographics, interests, behaviors, etc.*
- *Analyze the demand for beach volleyball facilities in the local area.*
- *Explain how we plan to promote and market the beach volleyball facility.*
- *Discuss our digital and traditional marketing tactics to attract customers.*

Financial Projections.....**page 6-11**
- *Include a 3-5 year financial forecast, including revenue, expenses, and profitability.*
- *Outline the startup costs and funding requirements.*
- *Outline our sponsorship investment opportunities*
- *Outline our pricing structure and revenue streams (court rentals, tournaments, concessions, etc.).*

Conclusion.....**page 11**
- *Reiterate the key highlights of the business opportunity.*
- *Emphasize the team's expertise and the facility's competitive advantages.*
- *Call to action for the reader to invest or partner with our beach volleyball venture.*

Appendix.....**page 12-14**
- *facility renderings, cost and frost park aerial view*

Executive Summary

We propose to develop a state-of-the-art beach sports facility in Dania Beach, Florida to cater to the growing demand for outdoor recreational activities there. The proposed facility, situated at Frost Park adjacent to the Dania Beach Casino, will offer a diverse range of beach-based sports and activities catering to both tourists and local residents. By leveraging the unique setting, establishing strategic partnerships, and employing comprehensive marketing, we know that this facility has the potential to become a premier destination for beach sports and recreation in the Dania Beach/Fort Lauderdale area.

Our mission for Rita Crockett Beach Sports Academy (RCBSA) is to help create a positive impact on the community. Everyone is welcome to become a part of our program. We are dedicated to helping all players find a passion for playing beach sports. We are focused on developing players at all levels by providing collective and individual classes. Our goal is to help each individual reach his goal target. The PIT at Frost Park is a Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more. Home to 6 lighted courts with a sitting area for viewing, The PIT is a great place for locals and tourists to experience these lifelong sports.

Partnering with Dania Beach, The PIT will offer vacation training packages to bring visitors to the city for not only sports, but also to experience all of the opportunities the "first city of Broward County has to offer." RCBSA will create a unique beach sports academy that will serve the City of Dania Beach by bringing an array of beach sports for locals as well as becoming a destination for all beach sports. The PIT will host local, national, and international tournaments, bringing attention to the City of Dania Beach. RCBSA will attract beach sport lovers to participate in all beach sports, including, but not limited to:

- ☑ Beach Volleyball
- ☑ Beach Tennis
- ☑ Beach Foot Volley
- ☑ Beach Soccer
- ☑ Beach Flag Football
- ☑ Free-play time for the community
- ☑ Beach Volleyball Juniors Club
- ☑ After school sports programs
- ☑ A multiple sports training facility destination
- ☑ College Annual Invitational Tournament
- ☑ Beach Sports Junior Tournaments

Business Overview

With several miles of public beaches that are popular with both locals and tourists, Dania Beach sees high traffic during the peak tourism seasons, winter and summer. Nearby attractions, like the Dania Beach Pier, Ocean Walk Village, and Dania Pointe, also draw visitors to the area. Water sports like swimming, surfing, and stand-up paddleboarding are popular activities. Capitalizing on these activities is a part of our strategy for promoting a new beach sports facility in Dania Beach.

Dania Beach is an ideal location for a beach sports facility due to its prime beachfront location, year-round warm climate, and growing population. The area has a large and active community of beach sports enthusiasts. By developing a comprehensive beach sports complex, we can meet the demand for these activities and position Dania Beach as a hub for outdoor recreation.

Proposed facility
The beach sports facility will feature the following key elements:
- 6 lighted courts (with room to grow)
- Beach fitness area for classes like yoga, pilates, and a bootcamp
- Concession stand serving food and refreshments
- Retail shop offering sports equipment, apparel, and accessories
- Ample parking and support facilities
- Storage areas for equipment

Project Costs

6 courts = 205' x 160' Mock up (appendix)

☑ 6 courts with 12" -18 " of sand	$162,000
☑ 6 Monson systems	$12,000
☑ Decorative wall concrete footer	$76,650
☑ 6 custom - nets, lines, pole pads, antennas	$9,900
☑ 2 Soccer goals | 2 portable football goals	$1500
☑ Drainage - rock, hydraway, dig changels	$24,000
☑ Shower | rinse station	$12,500
☑ Grade and level	$10,000
☑ General labor - heavy equipment, sleeves, fabric, dumpster	$51,000
Total Projection Costs:	$359,550

Market demand:

- There are currently limited dedicated beach sports facilities in the South Florida area, which presents an opportunity for Dania Beach to be the destination for beach sports activity in South Florida.
- These types of facilities would cater not only to tourists looking for beach recreation, but local residents, college, and professional athletes seeking training opportunities in South Florida for training.
- Amenities, like equipment rentals, a pro shop, food and beverage service, and seating will complement the sports offerings.

The facility will be designed to maximize the use of the natural environment, with minimal built structures to preserve the aesthetics of the area. Sustainable and eco-friendly construction methods will be employed to minimize the environmental impact.

RCBSA Facility SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis

Strengths:
- Ideal climate and weather year-round for outdoor beach volleyball
- Existing popularity and demand for beach sports and activities in South Florida
- Potential to attract both local and tourist clientele
- Relatively low barrier to entry compared to indoor sports complexes
- Opportunity to host tournaments, leagues, and events to drive revenue

Weaknesses:
- Reliance on favorable weather conditions - facilities cannot operate during storms, heavy rain, etc.
- Seasonal nature of demand, with busier seasons and slower periods
- Potentially limited space for parking and supporting amenities at beachfront locations

Opportunities:
- Growing popularity of beach sports as recreational and competitive sports
- Ability to cater to both casual players and serious/competitive athletes
- Potential to host youth and adult volleyball tournaments, drawing participants from across the region
- Integration with other beach activities and amenities to create a comprehensive experience
- Expansion opportunities to additional beach locations in South Florida

Threats:
- Competition from other beach sports, activities, and entertainment options
- Risk of damage or destruction from hurricanes, tropical storms, and other severe weather
- Potential for restrictive local regulations or zoning laws limiting facility development
- Changing consumer preferences and trends that could impact long-term demand
- Difficulty in securing reliable, skilled staff for seasonal operations

Competition:
- Nearest beach sports facilities are located in Fort Lauderdale, about 10 miles north of Dania Beach.
- Other nearby competition could come from community parks, hotels, and private clubs that offer limited beach sports programming.
-. Limited direct competition in the immediate Dania Beach area for a dedicated, full-service beach sports complex

Overall, the South Florida market presents significant opportunities for successful beach volleyball facilities, but also comes with inherent operational and environmental challenges that must be carefully considered. Leveraging the region's natural assets, the popularity of beach sports, and the potential for hosting events can be key competitive advantages. Mitigating weather risks, managing seasonal fluctuations, and differentiating the offering will be critical to the long-term sustainability of RGBSA.

In summary, the Dania Beach market, particularly the Frost Park location near the Dania Beach Casino, presents an attractive opportunity for a new beach sports facility. With limited direct competition, and a diverse target audience, the facility can capitalize on the area's tourism and demands for recreational opportunities. Consistent program planning and execution will be key to ensuring long-term success. Having a solution for South Florida's rainy season will also play a part in RCSBA'S success.

Operations and Management

The beach sports facility will be staffed by a team of experienced professionals, including a general manager, activity coordinators, and food and beverage attendants. The facility will operate daily, with extended hours during peak seasons.

The operational plan will include a comprehensive programming schedule, featuring beach volleyball leagues, soccer and football tournaments, beach fitness classes, equipment rentals, and special events. Pricing will be structured to accommodate both tourists and local residents, with a range of daily passes, memberships, and package options.

Planning Schedule Checklist (Tentative)
- Establish 501 (c) 3 status (Approved by IRS May 2, 2024)
-Organize final budget dependant on donors (Upon City Approval 2024)
-Promote club, tournaments, job openings, and market grand opening (Upon City Approval 2024)
-Grand Opening (Upon City Approval 2024-2025)

Staffing:
- General manager to oversee operations
- 2 beach activities coordinators to manage bookings, leagues, and events
- 2-3 rental/retail staff
- 2 food and beverage attendants
- Maintenance/cleaning crew

Programming:
- Membership packages
- Beach volleyball leagues and tournaments (Juniors/Intermediate, International and College)
- Beach soccer/football pick-up games and tournaments
- Beach fitness classes (yoga, Pilates, bootcamp)
- Equipment rentals (volleyball, soccer balls, yoga mats, etc.)
- Birthday parties, corporate outings, and special events
- Youth summer camps and clinics

Tentative Pricing:
- Day passes: $12-$18 for adults, $7-$10 for children (under 12)
- Monthly memberships: $55-$85 for individuals, $120-$160 for families
- Equipment rentals: $6-$12 per hour
- League/event fees to be determined based on demand
- Discounts for local residents, students, seniors, active military/veterans

Marketing Strategy Options for Sales Revenue

The facility's marketing strategy will consist of a multi-faceted digital approach, including a user-friendly website, targeted social media campaigns, email marketing, and search engine advertising. Strategic partnerships with the Dania Beach Casino, local hotels, sports/fitness studios and tourism boards will further amplify the facility's visibility and reach.

Marketing and Partnerships: City of Dania Beach Partnership will help
- Partner with the Dania Beach Casino, nearby hotels, and local businesses
- Advertise on local tourism websites and social media channels
- Email marketing, loyalty programs, and referral incentives
- Targeted digital marketing through tourism websites, social media, and influencers
- Host community events and sports tournaments to drive awareness
- Participation in community events and sports league sponsorships
- Offer group/corporate packages and team-building activities
- Leverage the Frost Park location and proximity to the beach/casino

Target Market, Customer Segments and Revenue Streams

The primary target market for the beach sports facility will be tourists and visitors to the Dania Beach/Fort Lauderdale area, as well as North Miami and North of Dania Beach, as far as Pompano and Deerfield Beach, drawn by the facility's unique location and programming. The secondary target market will be local residents of Dania Beach and surrounding communities, who will be attracted to the diverse range of beach-based recreational and fitness activities. We will generate revenue through membership fees, court/field rentals, fitness class fees, retail sales, and concessions. Additional revenue can be derived from hosting beach sports tournaments and events that will attract participants from across South Florida. The demographic profile below highlights Dania Beach as a well-rounded coastal community with a mix of families, working professionals, and retirees. The diversity and relatively high income level present opportunities for a variety of recreational amenities and services.

Age distribution:

- The population has grown steadily over the past decade, increasing from 29,639 since 2010 to 31,915 as of July 2023.

- Dania Beach has a median age of 41 years old.

The age breakdown is:

-Under 5 years old: 6.5%

-Under 18 years old: 18.6%

-65 years and over: 18.8%

-Female persons: 50.7%

Racial and ethnic makeup:

- Dania Beach is a diverse community:

- White: 41.6%

- Hispanic/Latino: 34.3%

- Black/African American: 20.6%

- Asian: 1.7%

- Other races: 16.2%

-Foreign born persons as of 2022: 30.6%

-Veterans as of 2022:1,359

Income and education:

- Median household income is $46,330.

- 33.3% of adults have a bachelor's degree or higher education.

- The top industries are healthcare, retail, accommodation/food services, and education.

Key customer segments include:
- Families and groups seeking beach recreation and activities
- Active adults and fitness enthusiasts looking for outdoor workouts
- Sports leagues and tournament participants
- Corporate groups and event planners
- Colleges and professional athletes

Digital Marketing Initiatives

Website and SEO:
- Develop a user-friendly, responsive website that highlights the facility's features, programming, and booking capabilities
- Optimize website content and meta tags for key search terms related to "beach sports", "Dania Beach recreation", "beach fitness", etc.
- Ensure the website has clear calls-to-action for booking, membership sign-ups, and event registrations

Social Media:
- Maintain an active presence on platforms like Facebook, Instagram, and Twitter
- Post regular updates on facility events, programs, photos, and videos to engage the audience
- Run targeted social media ads to reach tourists, locals, and relevant interest groups
- Leverage influencer marketing by partnering with local fitness personalities or sports teams

Email Marketing:
- Build an email subscriber list through website sign-ups, event registrations, and in-person interactions
- Send monthly newsletters highlighting upcoming programs, specials, and facility updates
- Implement automated email campaigns for new member onboarding, membership renewals, and abandoned bookings

Search Engine Marketing (SEM):
- Invest in paid search ads targeting relevant keywords and location-based targeting
- Consider running seasonal or event-based pay-per-click campaigns to drive traffic during peak periods
- Leverage location-based ad targeting to reach tourists and visitors in the Dania Beach/Fort Lauderdale area

This multi-faceted digital marketing approach aims to maximize the facility's online visibility, lead generation, and customer engagement across various touchpoints. By integrating targeted advertising, content marketing, partnerships, and data-driven optimization, the facility can effectively reach and convert its desired target audiences.

Financial Projections

Initial capital investment for the development of the beach sports facility at Frost Park is estimated at $600,000 to $700,000. This will cover the construction of the courts and supporting amenities, as well as start-up operational costs.

Based on the comprehensive market analysis and operational plan, the beach sports facility is projected to generate annual revenues of $2.2 million by the end of its third year of operation, with an EBITDA margin of 25%. These financial projections demonstrate the strong potential for a solid return on investment.

Operational expenses:
- Sport Directors, coaches, and part time staff salaries: $100,000
- Equipment maintenance and replacement: $5,000
- Marketing and advertising: $2,000
- Insurance and liability costs: $2,000
- Administrative and legal fees: $5,000

Start-up costs:
- Facility construction and equipment: $400,000
- Initial marketing and promotion: $3,000

Total estimated start-up costs: approx. $500-$600k

Revenue projections (tentative pricing):

- Monthly Membership fees: Individual: $50/month or $420/year (family memberships also provided); 2000 Dania Beach residents annual memberships = approx. $840,000 revenue
- 6-8 week adult leagues 3 seasons each sport: 12 teams per sport = approx. $18,000 revenue each sport
- Cost week long adult beach camps 25 weeks 15 people max = approx. $56,250 revenue
- Junior Travel Club Beach Team 4 age groups, 12 kids per group = approx. $28,800 revenue
- Tournament and event hosting: Estimated 10 events per year: TBD
- Concession Sales: TBD

Total estimated annual revenue: $1.2M

Total estimated annual expenses: $200,000

Net income projection:
- Estimated annual net income: $1M

Key considerations:
- Sensitivity to seasonal fluctuations in demand and weather conditions
- Potential for increased competition in the local market
- Need for effective marketing and promotion to attract both local residents and tourists
- Potential for expansion or diversification of services over time to enhance revenue streams
- Careful management of operational expenses and maintenance costs

Overall, the financial projection suggests that the beach sports facility in Dania Beach could generate a positive net income, provided the facility is able to attract a sufficient number of members, rentals, and event bookings. However, the significant start-up costs and ongoing operational expenses highlight the need for careful financial planning and risk management to ensure the long-term sustainability of the project.

Junior beach volleyball travel club (tentative pricing)

Club membership fees:
- $500 - $800 per player for an annual membership
- Discounts available for multiplayer family memberships

Team training fees:
- $100 - $150 per player for 2-3 weekly practice sessions
- $150 - $250 per player for 3-4 weekly practice sessions

Tournament entry fees:
- $150 - $300 per team for in-state/regional tournaments
- $300 - $500 per team for national/travel tournaments

Travel expenses:
- $100 - $250 per player for tournament transportation
- $75 - $150 per player for tournament hotel accommodations

Coaching and instruction:
- Included in club membership fees
- Additional private/small group lessons available for $50 - $100/hour

Merchandise and equipment:
- $50 - $100 for required club uniform package
- $20 - $50 for optional spirit wear and accessories

Key factors in pricing:
- Costs of facility rentals, coaching staff, equipment, and tournament fees
- Desired level of club exclusivity and quality of training/competition
- Competitive benchmarking with other elite junior beach volleyball clubs
- Ability to offer financial aid/scholarship opportunities
- Anticipated travel schedule and expenses for national-level competition

The pricing needs to balance covering the club's operational costs with making the program accessible for players and families. Offering multiplayer discounts, payment plans, and financial assistance can help make the club more affordable. Ongoing review of pricing, cost structures, and market dynamics will be important to ensure that the club remains competitive and sustainable over time.

Adult leagues (tentative pricing)

Beach Volleyball Leagues
- 6-week season with games 1-2 times per week
- Teams of 4-6 players
- Divisions for competitive, recreational, and co-ed play
- Includes court rental, referee fees, and league administration

Pricing:
- Team registration: $500 per team/ Individual player: $75 per player

Beach soccer leagues
- 8-week season with games 1 time per week
- Teams of 6-8 players
- Divisions for competitive and recreational play
- Includes field rental, referee fees, and league administration

Pricing:
- Team registration: $750 per team/ Individual player: $100 per player

Beach flag football leagues
- 8-week season with games 1 time per week, with playoffs potentially adding 1-4 weeks to the season.
- Teams of 7-9 players
- Divisions for competitive and recreational play
- Includes field rental, referee fees, flags/equipment costs and league administration

Pricing:
- Team registration: $750 per team/ Individual player: $100 per player

Beach tennis leagues
- 8-week season with matches 1-2 times per week
- Doubles teams of 2 players
- Divisions for competitive and recreational play
- Includes court rental, umpire fees, and league administration
Pricing:
- Team registration: $300 per team/Individual player: $75 per player

Footvolley leagues
Competitive division
- 8-week season with matches 2 times per week
- Teams of 2 players
- Divisions for men's, women's, and co-ed play
- Includes court rental, referee fees, and league administration
Pricing:
- Team registration: $250 per team/Individual player: $100 per player

Recreational division
- 6-week season with matches 1 time per week
- Teams of 2-3 players
- Co-ed play only
- Includes court rental, referee fees, and league administration
Pricing:
- Team registration: $150 per team/Individual player: $75 per player

Key features:
- Professionally organized and officiated leagues
- Flexible scheduling to accommodate different skill levels and preferences
- End-of-season playoffs and championship tournaments
- Customized team uniforms and awards for division champions
- Opportunities for sponsorships and branding

By offering these adult league programs, we aim to foster a vibrant beach sports community in Dania Beach and provide a premier destination for organized recreational activities. The league packages are priced competitively to encourage participation while also generating revenue to support the facility's operations.

Adult beach sports camp packages (tentative pricing)

1-week camp
- 5 days of instruction and gameplay (Monday - Friday)
- 2 hours per day of beach sport activities
- Choice of beach volleyball, beach soccer, or beach tennis
- Includes court/field rentals, equipment, and coaching
- Lunch and refreshments provided
- Welcome reception and end-of-camp celebration
- $450 per person

2-week camp
- 10 days of instruction and gameplay (Monday - Friday for 2 weeks)
- 2 hours per day of beach sport activities

- Choice of beach volleyball, beach soccer, and beach tennis
- Includes court/field rentals, equipment, and coaching
- Lunch and refreshments provided daily
- Welcome reception, mid-camp social event, and end-of-camp celebration
- $750 per person

Premium camp
- 5 days of comprehensive beach sports training (Monday - Friday)
- 4 hours per day of instruction, drills, and gameplay
- Covers beach volleyball, beach soccer, and beach tennis
- Includes court/field rentals, equipment, coaching, and sports therapy
- Welcome reception, daily social/networking events, and end-of-camp celebration
- Option to add accommodation package at nearby resort
- $1,050 per person

Key features:
- Designed for adult beach sports enthusiasts of all skill levels
- Hands-on instruction from experienced coaches and trainers
- Opportunity to cross-train in multiple beach sports
- Inclusive of all necessary equipment and facilities
- Social events for networking and community building
- Customized packages available for corporate groups and team retreats

These adult beach sports camp packages are intended to attract both local residents and visitors to Dania Beach, offering a comprehensive and immersive beach sports experience. The pricing is structured to provide value for participants while generating attractive revenue for the facility.

Sponsorship packages

Title Sponsorship - $100,000 per year
- Naming rights to the entire facility (e.g. "The [Sponsor] Beach Sports Complex")
- Prominent branding on all facility signage, marketing materials, and digital assets
- Exclusive presenting sponsor of all major tournaments and events
- Option to host 2 exclusive member/client events per year
- 20 individual/family memberships
- VIP access and hospitality benefits for all facility events

Court/Field Sponsorship - $25,000 per year (per court/field)
- Exclusive branding and naming rights to a specific court or field
- Prominent signage and branding on the sponsored court/field
- Inclusion in all court/field rental marketing and bookings
- 10 individual/family memberships
- Opportunity to host 1 member/client event per year

Fitness Sponsorship - $15,000 per year
- Exclusive branding and naming rights to the fitness area
- Prominent branding in fitness class schedules and marketing
- Opportunity to offer fitness-related product samples and demos
- 5 individual/family memberships
- Opportunity to host 1 member/client fitness event per year

Retail Sponsorship - $10,000 per year
- Exclusive branding and naming rights to the on-site retail shop
- Prominent branding on all retail merchandise and point-of-sale
- Opportunity to sell branded merchandise and apparel in the retail shop
- 3 individual/family memberships
- Opportunity to host 1 member/client event per year

Community Sponsorship - $5,000 per year
- Branding on facility-wide signage and marketing materials
- Inclusion in all community events and programming
- 2 individual/family memberships
- Opportunity to host 1 member/client event per year

These sponsorship packages offer businesses and organizations a range of opportunities to align their brands with the premier beach sports facility in Dania Beach. The tiered structure provides scalable options to suit different marketing budgets and objectives.
The packages are designed to deliver valuable brand exposure, exclusive access, and unique experiences for sponsors and their clients/employees. We believe these offerings will generate significant interest from local and regional businesses seeking to tap into the growing beach sports community.

Conclusion

In conclusion, the partnership between RCBSA and Dania Beach for the development of "The Pit" at Frost Park represents a significant opportunity for both parties and the community at large. By aligning resources, expertise, and vision, this venture aims to create a premier beach sports destination that enhances the city's recreational offerings while stimulating economic growth.

The proposed partnership model, with RCBSA being responsible for any operational costs above the city's contributing 50% of the start-up costs and the city providing essential support and resources, demonstrates a commitment to shared success and sustainable development. The revenue-sharing arrangement, coupled with resident benefits and community engagement initiatives, ensures that the project not only generates financial returns but also fosters inclusivity and accessibility.

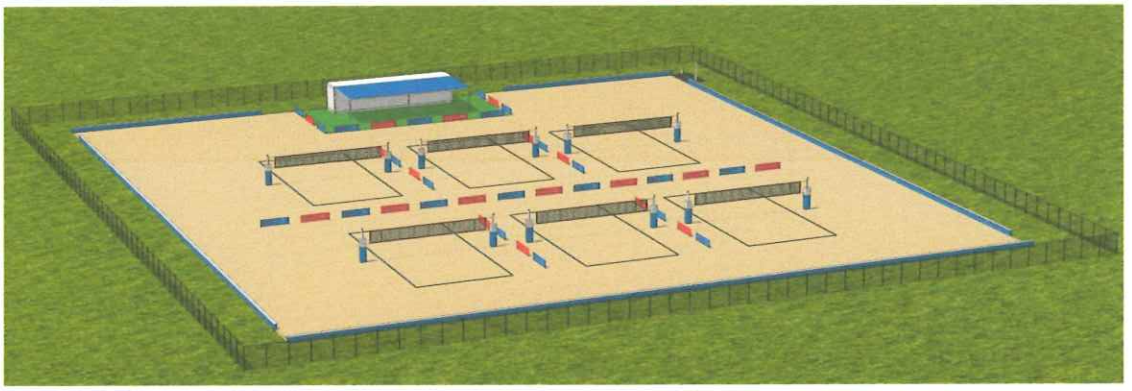
Furthermore, the strategic location of Frost Park, coupled with the comprehensive marketing strategy outlined in this proposal, positions "The Pit" to attract both local enthusiasts and visitors, bolstering tourism and enhancing the city's reputation as a vibrant destination for sports and leisure activities.

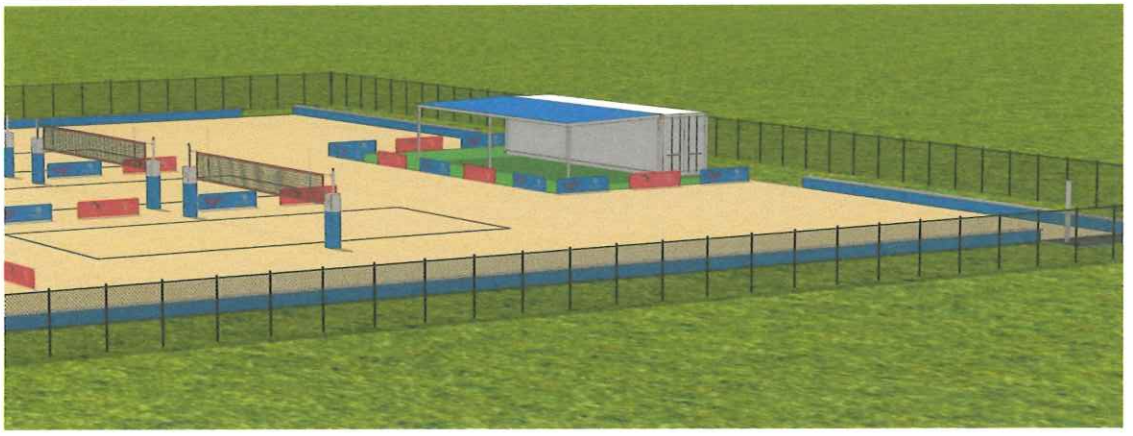
As we embark on this journey, we are confident in the strength of our business concept, the dedication of our team, and the support of our community partners. Together, we have the opportunity to create something truly exceptional—a world-class beach sports facility that not only serves as a source of pride for Dania Beach but also enriches the lives of all who engage with it.

We invite you to join us in making this vision a reality. Together, we can build more than just a beach sports facility; we can build a legacy—a place where memories are made, friendships are forged, and dreams are realized.

Thank you for considering our proposal and for the opportunity to contribute to the vibrancy and vitality of Dania Beach.

Appendix





Estimate- #564 Crockett Academy

Sand Court Experts

35816 Pinegate Trail
Eustis, FL 32736
352-267-1670

February 20, 2024

BILL TO

Rita Crockett

FOR

6 Courts= 205' x 160'

DESCRIPTION	AMOUNT
Sand	$162,500.00
6 - Custom- Net, lines, pole pad, antennas	$9,900.00
General: Labor , Heavy equipment, sleeves, fabric, dumpster	$51,000.00
Decorative wall Concrete footer	$76,650.00
6 Monson system	$12,000.00
Grade and level Estimate Need site visit	$10,000.00
Drainage - rock , hydraway, dig channels	$24,000.00
Shower/Rinse station	$12,500.00
Chain link Fence	$34,500.00
*Does not include removal of soil off property	
Notes: Balance site, Stabalized entrance not needed. Utilize Field Measurements. SCE to rough grade loose soil outside court perimter up to 10'	
55% Deposit to start project	

SUBTOTAL	$393,050.00
TAX RATE	0.00%
Shipping	$3,500.00
Balance DUE TOTAL	$396,550.00

Make all checks payable to Sand Court Experts. If you have any questions concerning this invoice, contact Robert Hendrick , 352-267-1670, Mark@SandCourtExperts.com

THANK YOU FOR YOUR BUSINESS!

Frost Park Tennis Courts
Basketball court
Skate Park at Frost Park
160'
205'
Frost Park
Recreational area for baseball & tennis

To: Elected Officials of Dania Beach
July 2024
From: Rita Buck-Crockett
Re: Proposal for the City of Dania Beach

Rita Crockett Beach Sports Academy "RCBSA" 501 3C in collaboration with the City of Dania Beach proposes to develop a unique multisport beach facility in Dania Beach, Florida that caters to all age groups and their needs for recreational outdoor activities. It will attract residents and visitors. [While we understand we will need to obtain permission from the City based on the City Code for the naming rights, we will refer to our facility as "The Pit"]. "The PIT" at Frost Park is a Beach Sport Complex that offers a variety of lifestyle beach sports ranging from sand pickleball, beach volleyball, footvolley, beach tennis, beach flag football and more. Home to 6 lighted courts with a sitting area and concession stand at Frost Park. Partnering with Dania Beach, "The PIT" will offer leagues, vacation training packages, local, national, and international tournaments to bring visitors to the city. "The first City of Broward County" with the first Beach Sport Complex.

Rita Buck-Crockett is the face of RCBSA, and is a resident of Dania Beach, Rita is a former Assistant Athletic Director, Head Indoor and Beach Volleyball Coach for Florida International University. Crockett played professional volleyball in Switzerland, Italy and Japan, was a member of the 1982 FIVB World Cup Bronze Medal USA National Team where she was name to the All-World team, and the 1984 Silver Medal USA Olympic Team, as well as being World Champion of the WPVA Beach Volleyball League in 1989 and Runner-up in 1990. She served as Head Volleyball Coach of the Swiss National Team, the RTV Basel Professional Club VB Team (Switzerland) and was also Head VB Coach at the University of Iowa. Her honors include AVCA National Coach of the Year (Beach VB), International Volleyball Hall of Fame, Texas Sports Hall of Fames, Texas Black Sports Hall of Fame, San Antonio Sports Hall of Fame and is a University of Houston Athletics Hall of Fame inductee. Rita is a graduate of University of Iowa.

RCBSA aligns its culture with the City's Culture of Respect, Integrity, and Standard of Excellence. Upon City approval, The RCBSA (Rita Crockett Beach Sport Academy) is proposing these key elements for partnership with Dania Beach:

● RCBSA is seeking 50% assistance of the start-up cost from the city, estimated at $277,251 from a total of $554,502. The total cost includes: the building of the facility, staff salaries, equipment purchases, administrative fees, and marketing. RCBSA will match the remaining 50% needed for start-up cost. (appendix)
● The proposal includes the use of Frost Park and the community center for check-in, concession stand, bathrooms, storage space where available, fencing, netting, and lighting for night play. Parking for high volume events, we will work with the Casino in advance. Partnership will also include city staffing for daily check-in, main events, as well as security referrals for special events.
● RCBSA proposes a revenue share of 30% for the city and 70% for RCBSA.
● The city's HR background screening assistance, supplemental marketing tools, and maintenance, as well as equipment, will be utilized.
● Residents of Dania Beach will receive discounts for events, training and activities. Residents will also receive open play hours.
● RCBSA is asking for a partnership and land use for 3-5 years with the option to grow the facility and renew the partnership.

The purpose of the "The Pit" at Frost Park is to enhance the City's recreational programs to locals and non-local visitors that make Dania Beach its destination and bring revenue to the community at large.

Rita Buck-Crockett

Rita Crockett Beach Sports Academy
“THE PIT” @ Frost Park
Proposal for the City of Dania Beach

Prepared by:

Rita Buck-Crockett

Marrita Crockett-Moulton

Rene Buck

Presented 2024

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ritacrockettacademy.com

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- Summarize the business concept, target market, competitive advantages, financial projections, and funding needed.

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- Describe the proposed beach volleyball court facility, including the location, number of courts, amenities, etc.
- Explain the vision, mission, and goals for the business.
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- Provide an overview of the target market - demographics, interests, behaviors, etc.
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- Explain how we plan to promote and market the beach volleyball facility.
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- Include a 3-5 year financial forecast, including revenue, expenses, and profitability.
- Outline the startup costs and funding requirements.
- Outline our sponsorship investment opportunities
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Conclusion.....**page 11**
- Reiterate the key highlights of the business opportunity.
- Emphasize the team's expertise and the facility's competitive advantages.
- Call to action for the reader to invest or partner with our beach volleyball venture.

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- facility renderings, cost, frost park aerial view, 3 year budget plan, 501c3

Executive Summary

We propose to develop a state-of-the-art beach sports facility in Dania Beach, Florida to cater to the growing demand for outdoor recreational activities there. The proposed facility, situated at Frost Park adjacent to the Dania Beach Casino, will offer a diverse range of beach-based sports and activities catering to both tourists and local residents. By leveraging the unique setting, establishing strategic partnerships, and employing comprehensive marketing, we know that this facility has the potential to become a premier destination for beach sports and recreation in the Dania Beach/Fort Lauderdale area.

Our mission for Rita Crockett Beach Sports Academy (RCBSA) is to help create a positive impact on the community. Everyone is welcome to become a part of our program. We are dedicated to helping all players find a passion for playing beach sports. We are focused on developing players at all levels by providing collective and individual classes. Our goal is to help each individual reach his goal target. The PIT at Frost Park is a Beach Sport Complex that offers a variety of lifestyle beach sports ranging from beach volleyball, footvolley, beach tennis, beach flag football and more. Home to 6 lighted courts with a sitting area for viewing, The PIT is a great place for locals and tourists to experience these lifelong sports.

Partnering with Dania Beach, The PIT will offer vacation training packages to bring visitors to the city for not only sports, but also to experience all of the opportunities the “first city of Broward County has to offer.” RCBSA will create a unique beach sports academy that will serve the City of Dania Beach by bringing an array of beach sports for locals as well as becoming a destination for all beach sports. The PIT will host local, national, and international tournaments, bringing attention to the City of Dania Beach. RCBSA will attract beach sport lovers to participate in all beach sports, including, but not limited to:

- ☑ Sand Pickleball
- ☑ Beach Volleyball
- ☑ Beach Tennis
- ☑ Beach Foot Volley
- ☑ Beach Soccer
- ☑ Beach Flag Football
- ☑ Free-play time for the community
- ☑ Beach Volleyball Juniors Club
- ☑ After school sports programs
- ☑ A multiple sports training facility destination
- ☑ College Annual Invitational Tournament
- ☑ Beach Sports Junior Tournaments

Business Overview

With several miles of public beaches that are popular with both locals and tourists, Dania Beach sees high traffic during the peak tourism seasons, winter and summer. Nearby attractions, like the Dania Beach Pier, Ocean Walk Village, and Dania Pointe, also draw visitors to the area. Water sports like swimming, surfing, and stand-up paddleboarding are popular activities. Capitalizing on these activities is a part of our strategy for promoting a new beach sports facility in Dania Beach.

Dania Beach is an ideal location for a beach sports facility due to its prime beachfront location, year-round warm climate, and growing population. The area has a large and active community of beach sports enthusiasts. By developing a comprehensive beach sports complex, we can meet the demand for these

activities and position Dania Beach as a hub for outdoor recreation.

Proposed facility

The beach sports facility will feature the following key elements:

- 6 lighted courts (with room to grow)
- Beach fitness area for classes like yoga, pilates, and a bootcamp
- Concession stand serving food and refreshments
- Retail shop offering sports equipment, apparel, and accessories
- Ample parking and support facilities
- Storage areas for equipment

Project Costs

6 courts = 205' x 160' Mock up (appendix)

☑ 6 courts with 12" -18 " of sand	$162,000
☑ 6 Monson systems	$12,000
☑ Decorative wall concrete footer	$76,650
☑ 6 custom - nets, lines, pole pads, antennas	$9,900
☑ 2 Soccer goals | 2 portable football goals	$1500
☑ Drainage - rock, hydraway, dig changels	$24,000
☑ Shower | rinse station	$12,500
☑ Grade and level	$10,000
☑ General labor - heavy equipment, sleeves, fabric, dumpster	$51,000
Total Projection Costs:	$359,550

Market demand:

- There are currently limited dedicated beach sports facilities in the South Florida area, which presents an opportunity for Dania Beach to be the destination for beach sports activity in South Florida.
- These types of facilities would cater not only to tourists looking for beach recreation, but local residents, college, and professional athletes seeking training opportunities in South Florida for training.
- Amenities, like equipment rentals, a pro shop, food and beverage service, and seating will complement the sports offerings.

The facility will be designed to maximize the use of the natural environment, with minimal built structures to preserve the aesthetics of the area. Sustainable and eco-friendly construction methods will be employed to minimize the environmental impact.

RCBSA Facility SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis

Strengths:

- Ideal climate and weather year-round for outdoor beach volleyball
- Existing popularity and demand for beach sports and activities in South Florida
- Potential to attract both local and tourist clientele
- Relatively low barrier to entry compared to indoor sports complexes
- Opportunity to host tournaments, leagues, and events to drive revenue

Weaknesses:
- Reliance on favorable weather conditions - facilities cannot operate during storms, heavy rain, etc.
- Seasonal nature of demand, with busier seasons and slower periods
- Potentially limited space for parking and supporting amenities at beachfront locations

Opportunities:
- Growing popularity of beach sports as recreational and competitive sports
- Ability to cater to both casual players and serious/competitive athletes
- Potential to host youth and adult volleyball tournaments, drawing participants from across the region
- Integration with other beach activities and amenities to create a comprehensive experience
- Expansion opportunities to additional beach locations in South Florida

Threats:
- Competition from other beach sports, activities, and entertainment options
- Risk of damage or destruction from hurricanes, tropical storms, and other severe weather
- Potential for restrictive local regulations or zoning laws limiting facility development
- Changing consumer preferences and trends that could impact long-term demand
- Difficulty in securing reliable, skilled staff for seasonal operations

Competition:
- Nearest beach sports facilities are located in Fort Lauderdale, about 10 miles north of Dania Beach.
- Other nearby competition could come from community parks, hotels, and private clubs that offer limited beach sports programming.
- Limited direct competition in the immediate Dania Beach area for a dedicated, full-service beach sports complex

Overall, the South Florida market presents significant opportunities for successful beach volleyball facilities, but also comes with inherent operational and environmental challenges that must be carefully considered. Leveraging the region's natural assets, the popularity of beach sports, and the potential for hosting events can be key competitive advantages. Mitigating weather risks, managing seasonal fluctuations, and differentiating the offering will be critical to the long-term sustainability of RGBSA.

In summary, the Dania Beach market, particularly the Frost Park location near the Dania Beach Casino, presents an attractive opportunity for a new beach sports facility. With limited direct competition, and a diverse target audience, the facility can capitalize on the area's tourism and demands for recreational opportunities. Consistent program planning and execution will be key to ensuring long-term success. Having a solution for South Florida’s rainy season will also play a part in RCSBA’S success.

Operations and Management

The beach sports facility will be staffed by a team of experienced professionals, including a general manager, sports directors, coaches, and event attendants. The facility will operate daily with open court time, with extended hours during peak seasons. The operational plan will include a comprehensive programming schedule, featuring sand pickleball, beach volleyball leagues, soccer and football tournaments, beach fitness classes, equipment rentals, and special events. Pricing will be structured to accommodate both tourists and local residents, with a range of daily passes, memberships, and package options.

Planning Schedule Checklist (Tentative)
- Establish 501 (c) 3 status (Approved by IRS May 2, 2024)
-Complete 3 year budget and business plan (completed 2024)
-Promote club, tournaments, job openings, and market grand opening (Upon City Approval 2024)
-Grand Opening (Upon City Approval 2024-2025)

Operational expenses:

Staffing - Annual Salaries
- General Manager ~ Full time Annual Salary $90,000 + benefits (appx. $20,000)
*Responsibilities include seeking out sponsorships and donations, marketing, managing all sports and directors, organizing tournaments and special events, and overseeing the Beach Volleyball Club

- Business Development Director and Web Master - Part time Annual Salary ($35 per hr@ 5 hrs per week = $9,100 + 8% commission on revenue generated by this position
*Responsibilities include seeking out court rental revenue, sponsorships and donations, marketing, website, social media

-Sports Director ~ Part time Annual Salary ($26,000) $25.00 per hr @ 4 days per week/5 hrs per day
*Responsibilities include overseeing beach volleyball, beach tennis, and beach foot volley during league, clinics, camps,tournaments and special events.

-Assistant Sports Director ~ Part time Annual Salary ($20,800) $20.00 per hr @4 days per week/5 hrs per day
*Responsibilities include overseeing beach pickleball, beach soccer and beach flag football during league, clinics, camps,tournaments and special events

-Rental, Concessions, and Retail Staff (2 people @ $16.00 per hr/4 hrs per day/20 event days per year)(Annual cost $2,560)
*Responsibilities included events, concessions, and retail

-Beach Club Coaches 4 coaches @ $20.00 per hr/3 hrs per day/4 days per week)(Seasonal cost $9,360 x 3=$28,080)

Start-up costs:
- Facility construction - $359,550
- Equipment - $10,000
- Initial administrative, marketing and promotion costs: $9,120
- Insurance and liability costs: will be based on the City of Dania regulations
- Operations expenses (staffing and administration fees) - $194,952
Total estimated start-up costs: $554,502

Programming:
- Membership packages
- Sand Pickleball, Beach volleyball leagues and tournaments (Juniors/Intermediate, International and College)
- Beach soccer/football pick-up games and tournaments

- Beach fitness classes (yoga, Pilates, bootcamp)
- Equipment rentals (volleyball, soccer balls, yoga mats, etc.)
- Birthday parties, corporate outings, and special events
- Youth summer camps and clinics

Tentative Pricing:
- Day passes: $12-$18 for adults, $7-$10 for children (under 12)
- Monthly memberships: $55-$85 for individuals, $120-$160 for families
- Equipment rentals: $6-$12 per hour
- League/event fees to be determined based on demand
- Discounts for local residents, students, seniors, active military/veterans

Marketing Strategy Options for Sales Revenue

The facility's marketing strategy will consist of a multi-faceted digital approach, including a user-friendly website, targeted social media campaigns, email marketing, and search engine advertising. Strategic partnerships with the Dania Beach Casino, local hotels, sports/fitness studios and tourism boards will further amplify the facility's visibility and reach.

Marketing and Partnerships: City of Dania Beach Partnership will help
- Partner with the Dania Beach Casino, nearby hotels, and local businesses
- Advertise on local tourism websites and social media channels
- Email marketing, loyalty programs, and referral incentives
- Targeted digital marketing through tourism websites, social media, and influencers
- Host community events and sports tournaments to drive awareness
- Participation in community events and sports league sponsorships
- Offer group/corporate packages and team-building activities
- Leverage the Frost Park location and proximity to the beach/casino

Target Market, Customer Segments and Revenue Streams

The primary target market for the beach sports facility will be tourists and visitors to the Dania Beach/Fort Lauderdale area, as well as North Miami and North of Dania Beach, as far as Pompano and Deerfield Beach, drawn by the facility's unique location and programming. The secondary target market will be local residents of Dania Beach and surrounding communities, who will be attracted to the diverse range of beach-based recreational and fitness activities. We will generate revenue through membership fees, court/field rentals, fitness class fees, retail sales, and concessions. Additional revenue can be derived from hosting beach sports tournaments and events that will attract participants from across South Florida. The demographic profile below highlights Dania Beach as a well-rounded coastal community with a mix of families, working professionals, and retirees. The diversity and relatively high income level present opportunities for a variety of recreational amenities and services.

Age distribution:

- The population has grown steadily over the past decade, increasing from 29,639 since 2010 to 31,915 as of July 2023.

- Dania Beach has a median age of 41 years old.

The age breakdown is:

-Under 5 years old: 6.5%

-Under 18 years old: 18.6%

-65 years and over: 18.8%

-Female persons: 50.7%

Racial and ethnic makeup:

- Dania Beach is a diverse community:

- White: 41.6%

- Hispanic/Latino: 34.3%

- Black/African American: 20.6%

- Asian: 1.7%

- Other races: 16.2%

-Foreign born persons as of 2022: 30.6%

-Veterans as of 2022:1,359

Income and education:

- Median household income is $46,330.

- 33.3% of adults have a bachelor's degree or higher education.

- The top industries are healthcare, retail, accommodation/food services, and education.

Key customer segments include:
- Families and groups seeking beach recreation and activities
- Active adults and fitness enthusiasts looking for outdoor workouts
- Sports leagues and tournament participants
- Corporate groups and event planners
- Colleges and professional athletes

Digital Marketing Initiatives

Website and SEO:
- Develop a user-friendly, responsive website that highlights the facility's features, programming, and booking capabilities
- Optimize website content and meta tags for key search terms related to "beach sports", "Dania Beach recreation", "beach fitness", etc.
- Ensure the website has clear calls-to-action for booking, membership sign-ups, and event registrations

Social Media:
- Maintain an active presence on platforms like Facebook, Instagram, and Twitter
- Post regular updates on facility events, programs, photos, and videos to engage the audience
- Run targeted social media ads to reach tourists, locals, and relevant interest groups
- Leverage influencer marketing by partnering with local fitness personalities or sports teams

Email Marketing:
- Build an email subscriber list through website sign-ups, event registrations, and in-person interactions
- Send monthly newsletters highlighting upcoming programs, specials, and facility updates
- Implement automated email campaigns for new member onboarding, membership renewals, and abandoned bookings

Search Engine Marketing (SEM):
- Invest in paid search ads targeting relevant keywords and location-based targeting
- Consider running seasonal or event-based pay-per-click campaigns to drive traffic during peak periods
- Leverage location-based ad targeting to reach tourists and visitors in the Dania Beach/Fort Lauderdale area

This multi-faceted digital marketing approach aims to maximize the facility's online visibility, lead generation, and customer engagement across various touchpoints. By integrating targeted advertising, content marketing, partnerships, and data-driven optimization, the facility can effectively reach and convert its desired target audiences.

Financial Projections

Initial capital investment for the development of the beach sports facility at Frost Park is estimated at $554,502. This will cover the construction of the courts and supporting amenities, as well as start-up operational costs including salaries, purchase of sports equipment, and any additional administrative fees.

Based on the comprehensive market analysis and operational plan, the beach sports facility is projected to generate annual revenues that demonstrate strong potential for a solid return on investment.
See appendix.

Revenue programming (tentative pricing):

Key considerations:
- Sensitivity to seasonal fluctuations in demand and weather conditions
- Potential for increased competition in the local market
- Need for effective marketing and promotion to attract both local residents and tourists
- Potential for expansion or diversification of services over time to enhance revenue streams
- Careful management of operational expenses and maintenance costs

Junior beach volleyball travel club (tentative pricing)

Club membership fees:
- $300 per month per player for seasonal (9 month) membership
- Discounts available for multiplayer family memberships

Outside Team training fees:
- $100 - $150 per player for 2-3 weekly practice sessions
- $150 - $250 per player for 3-4 weekly practice sessions

Tournament entry fees:
- $150 - $300 per team for in-state/regional tournaments
- $300 - $500 per team for national/travel tournaments

Travel expenses:
- $100 - $250 per player for tournament transportation
- $75 - $150 per player for tournament hotel accommodations

Private coaching and instruction:
- Included in club membership fees
- Additional private/small group lessons available for $50 - $100/hour

Merchandise and equipment:
- $50 - $100 for required club uniform package
- $20 - $50 for optional spirit wear and accessories

Key factors in pricing:
- Costs of facility rentals, coaching staff, equipment, and tournament fees
- Desired level of club exclusivity and quality of training/competition
- Competitive benchmarking with other elite junior beach volleyball clubs
- Ability to offer financial aid/scholarship opportunities
- Anticipated travel schedule and expenses for national-level competition

The pricing needs to balance covering the club's operational costs with making the program accessible for players and families. Offering multiplayer discounts, payment plans, and financial assistance can help make the club more affordable. Ongoing review of pricing, cost structures, and market dynamics will be important to ensure that the club remains competitive and sustainable over time.

Adult leagues (tentative pricing members receive 10% discount)

Sandy PickleBall Leagues
- 8-week season with matches 2 times per week
- Doubles teams of 2 players
- Divisions for competitive and recreational play
- Includes court rental, umpire fees, and league administration

Pricing:
- Team registration: $200 per team/Individual player: $125 per player

Beach Volleyball Leagues
- 8-week season with games 2 times per week
- Teams of 4-6 players
- Divisions for competitive, recreational, and co-ed play
- Includes court rental, referee fees, and league administration

Pricing:
- Team registration: $400 per team/ Individual player: $125 per player

Beach soccer leagues
- 8-week season with games 1 time per week
- Teams of 6-8 players
- Divisions for competitive and recreational play
- Includes field rental, referee fees, and league administration

Pricing:
- Team registration: $550 per team/ Individual player: $125per player

Beach flag football leagues
- 8-week season with games 1 time per week, with playoffs potentially adding 1-4 weeks to the season. - Teams of 7-9 players
- Divisions for competitive and recreational play
- Includes field rental, referee fees, flags/equipment costs and league administration
Pricing:
- Team registration: $650 per team/ Individual player: $125 per player

Beach tennis leagues
- 8-week season with matches 1-2 times per week
- Doubles teams of 2 players
- Divisions for competitive and recreational play
- Includes court rental, umpire fees, and league administration
Pricing:
- Team registration: $200 per team/Individual player: $125 per player

Footvolley leagues
Competitive division
- 8-week season with matches 2 times per week
- Teams of 2 players
- Divisions for men's, women's, and co-ed play
- Includes court rental, referee fees, and league administration
Pricing:
- Team registration: $200 per team/Individual player: $125 per player

Round Robin Pass - Renewable throughout the year
- Teams of 2-4 players
- Co-ed play approved
- Includes court rental, referee fees, and league administration
Pricing:
- 10 Visits @: $150 per Individual player:

Key features:
- Professionally organized and officiated leagues
- Flexible scheduling to accommodate different skill levels and preferences
- End-of-season playoffs and championship tournaments
- Customized team uniforms and awards for division champions
- Opportunities for sponsorships and branding

By offering these adult league programs, we aim to foster a vibrant beach sports community in Dania Beach and provide a premier destination for organized recreational activities. The league packages are priced competitively to encourage participation while also generating revenue to support the facility's operations.

Adult beach sports camp packages (tentative pricing members receive 10% discount)

1-week camp
- 5 days of instruction and gameplay (Monday - Friday)
- 2 hours per day of beach sport activities
- Choice of beach volleyball, or sand pickleball, beach foot volley, and beach tennis

- Includes court/field rentals, equipment, and coaching
- Lunch and refreshments provided
- Welcome reception and end-of-camp celebration
-Option to add accommodation package at nearby resort
- $450 per person

Pro Package camp
- 5 days of comprehensive beach sports training (Monday - Friday)
- 4 hours per day of instruction, drills, and gameplay
- Choice of beach volleyball, or sand pickleball, beach foot volley, and beach tennis
- Includes court/field rentals, equipment, coaching, and sports therapy
- Welcome reception, daily social/networking events, and end-of-camp celebration
- Option to add accommodation package at nearby resort
- $800 per person

Key features:
- Designed for adult beach sports enthusiasts of all skill levels
- Hands-on instruction from experienced coaches and trainers
- Opportunity to cross-train in multiple beach sports
- Inclusive of all necessary equipment and facilities
- Social events for networking and community building
- Customized packages available for corporate groups and team retreats

These adult beach sports camp packages are intended to attract both local residents and visitors to Dania Beach, offering a comprehensive and immersive beach sports experience. The pricing is structured to provide value for participants while generating attractive revenue for the facility.

These adult beach sports camp packages are intended to attract both local residents and visitors to Dania Beach, offering a comprehensive and immersive beach sports experience. The pricing is structured to provide value for participants while generating attractive revenue for the facility.

Sponsorship packages
(While working within proper protocols of the City Code)
These sponsorship packages offer businesses and organizations a range of opportunities to align their brands with the premier beach sports facility in Dania Beach. The packages are designed to deliver valuable brand exposure, exclusive access, and unique experiences for sponsors and their clients/employees.

Title Sponsorship - $100,000 per year
- Naming rights to the entire facility (e.g. "The [Sponsor] Beach Sports Complex")
- Prominent branding on all facility signage, marketing materials, and digital assets
- Exclusive presenting sponsor of all major tournaments and events
- Option to host 2 exclusive member/client events per year
- 20 individual/family memberships
- VIP access and hospitality benefits for all facility events

Court/Field Sponsorship - $25,000 per year (per court/field)
- Exclusive branding and naming rights to a specific court or field
- Prominent signage and branding on the sponsored court/field
- Inclusion in all court/field rental marketing and bookings
- 10 individual/family memberships
- Opportunity to host 1 member/client event per year

Fitness Sponsorship - $15,000 per year
- Exclusive branding and naming rights to the fitness area
- Prominent branding in fitness class schedules and marketing
- Opportunity to offer fitness-related product samples and demos
- 5 individual/family memberships
- Opportunity to host 1 member/client fitness event per year

Retail Sponsorship - $10,000 per year
- Exclusive branding and naming rights to the on-site retail shop
- Prominent branding on all retail merchandise and point-of-sale
- Opportunity to sell branded merchandise and apparel in the retail shop
- 3 individual/family memberships
- Opportunity to host 1 member/client event per year

Community Sponsorship - $5,000 per year
- Branding on facility-wide signage and marketing materials
- Inclusion in all community events and programming
- 2 individual/family memberships
- Opportunity to host 1 member/client event per year

Conclusion

In conclusion, the partnership between RCBSA and Dania Beach for the development of "The Pit" at Frost Park represents a significant opportunity for both parties and the community at large. By aligning resources, expertise, and vision, this venture aims to create a premier beach sports destination that enhances the city's recreational offerings while stimulating economic growth.

The proposed partnership model, with RCBSA being responsible for additional operational costs above the city's contributing 50% of the start-up costs and the city providing essential support and resources, demonstrates a commitment to shared success and sustainable development. The revenue-sharing arrangement, coupled with resident benefits and community engagement initiatives, ensures that the project not only generates financial returns but also fosters inclusivity and accessibility.

Furthermore, the strategic location of Frost Park, coupled with the comprehensive marketing strategy outlined in this proposal, positions "The Pit" to attract both local enthusiasts and visitors, bolstering tourism and enhancing the city's reputation as a vibrant destination for sports and leisure activities.

As we embark on this journey, we are confident in the strength of our business concept, the dedication of our team, and the support of our community partners. Together, we have the opportunity to create something truly exceptional—a world-class beach sports facility that not only serves as a source of pride for Dania Beach but also enriches the lives of all who engage with it.

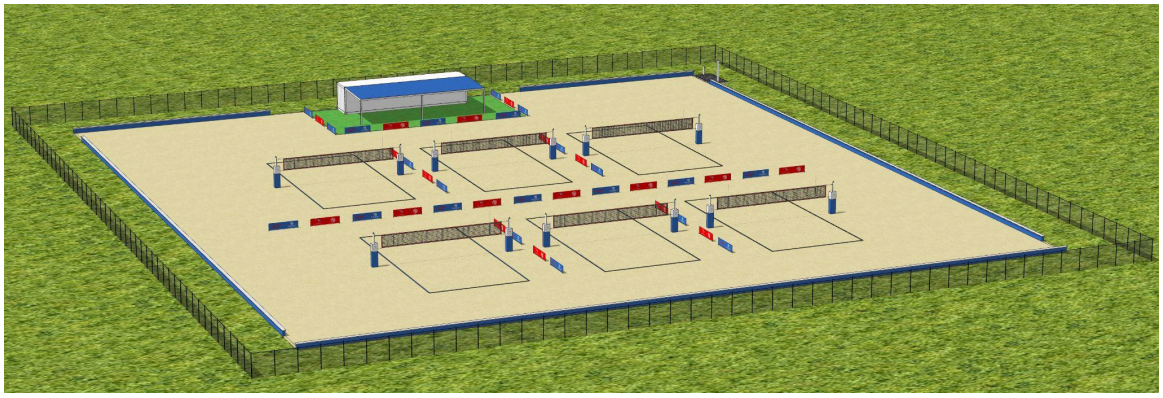
We invite you to join us in making this vision a reality. Together, we can build more than just a beach sports facility; we can build a legacy—a place where memories are made, friendships are forged, and dreams are realized.

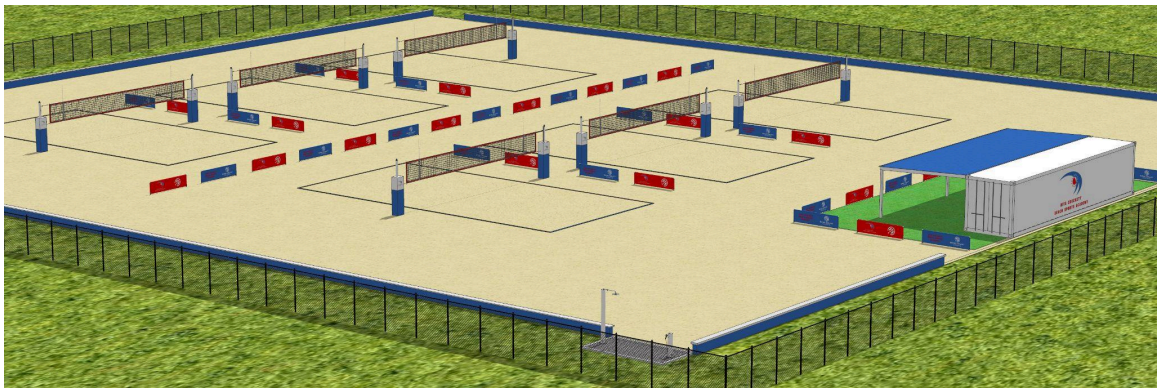
Thank you for considering our proposal and for the opportunity to contribute to the vibrancy and vitality of Dania Beach.

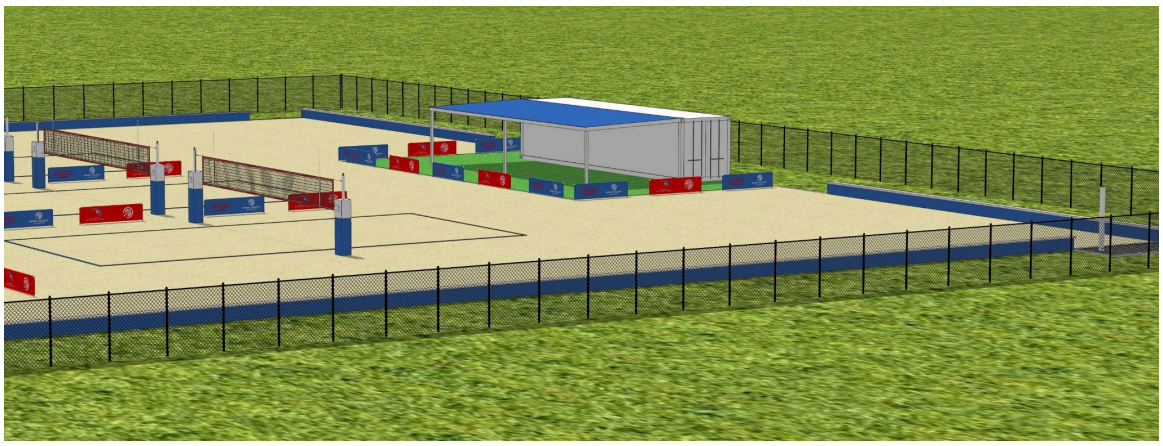
Appendix

NE 2nd St
NE 2nd St
NE 2nd St
NE 2nd Ave
NE 2nd Ct
Frenton Blvd
NE 2nd Ave
NE 2nd Ct
Frenton Blvd
Baseball Field
Frost Park
NE 2nd Ct
NE 1st St
NE 1st St
NE 1st St

RITA CROCKETT BEACH SPORTS ACADEMY
SAND COURT
EXPERTS







Estimate- #564 Crockett Academy

Sand Court Experts

35816 Pinegate Trail
Eustis, FL 32736
352-267-1670

February 20, 2024

BILL TO

Rita Crockett

FOR

6 Courts= 205' x 160'

DESCRIPTION	AMOUNT
Sand	$162,500.00
6 - Custom- Net, lines, pole pad, antennas	$9,900.00
General: Labor , Heavy equipment, sleeves, fabric, dumpster	$51,000.00
Decorative wall Concrete footer	$76,650.00
6 Monson system	$12,000.00
Grade and level Estimate Need site visit	$10,000.00
Drainage - rock , hydraway, dig channels	$24,000.00
Shower/Rinse station	$12,500.00
Chain link FenCe	$34,500.00
*Does not include removal of soil off property	
Notes: Balance site, Stabalized entrance not needed. Utilize Field Measurements. SCE to rough grade loose soil outside court perimter up to 10'	
55% Deposit to start project	
SUBTOTAL	$393,050.00
TAX RATE	0.00%
Shipping	$3,500.00
Balance DUE TOTAL	$396,550.00

Chain link fence: REMOVED

Make all checks payable to Sand Court Experts. If you have any questions concerning this invoice, contact Robert Hendrick , 352-267-1670, Mark@SandCourtExperts.com

THANK YOU FOR YOUR BUSINESS!

3 year budget	CURRENT TAX YEAR	ANTICIPATED SUCCEEDING TAX YEARS	
	From: 01/24/2025 To: 12/31/2025	From: 01/24/2026 To: 12/31/2026	From: 01/24/2027 To: 12/31/2027
Revenue			
1. Gifts, grants, and contributions received			
2. Revenue	378,650	531,690	674,220
3. Other Income	30,000	36,000	42,000
4. Net unrelated business income			
5. Value of services or facilities furnished by government unit without charge (not including the value of services generally furnished to the public without charge			
6. Taxes levied for RCBSA benefit			
7. Any revenue not otherwise listed above or in lines 9 through 12 below (provide an itemized list below)			
8. Total of lines 1 through 7	408,650	567,690	716,220
9. Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to RCBSA exempt purposes)	3,000	3,600	4,200
10. Total of lines 8 and 9	411,650	571,290	720,420
11. Net gain or loss on sale of capital assets (provide an itemized list)			
12. Unusual grants (provide an itemized list below)			
13. Total Revenue (add lines 10 through 12	411,650	571,290	720,420
Expenses			
14. Fundraising expenses	5,000	5,000	5,000
15. Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below)			
16. Disbursements to or for the benefit of members (provide an itemized list below)			
17. Compensation for GM	103,512	106,617	109,816
18. Other salaries and wages	74,320	83,780	86,294
19. Contractual revenue sharing to City of Dania		123,495	171,387
20. Occupancy (rent, utilities, etc.)			
21. Depreciation and depletion			
22. Professional fees, CPA, Payroll, Security, Medical staff,	6,120	6,304	6,493
23. Itemized financial data (phone internet, general office supplies, program services, workshop space, insurance, miscellaneous	6,000	6,500	7,000
24. Any expenses not otherwise classified, such as program services, replacement equipment, replacement sand		8,000	9,000
25. Total Expenses (add lines 14 through 23)	194,952	339,696	394,989
Net Operating Income	216,698	231,594	325,431

Budget 1st year	Total 1st year	Total 2nd year	Total 3rd year
Revenue			
1. Gifts, grants, and contributions received			
2. A Membership fees received			
Membership monthly	130	190	250
Cost per person for monthly membership			
Total Monthly Membership	$36,000	$78,000	$120,150
Membership yearly	70	90	97
Cost per person yearly membership			
Total Yearly Membership	$26,600	$34,200	$37,830
Membership yearly family	45	67	78
Cost per person yearly membership			
Total Yearly Membership family	$18,900	$28,140	$33,540
TOTAL All Memberships	$81,500	$140,340	$191,520
2.B Leagues			
Sand Pickleball, Beach Tennis, Beach Footvolley (8 weeks)			
Individual player			
Cost per player			
Total single player	$0	$0	$0
Teams of 2			
Cost per team			
Total teams	$16,800	$21,600	$26,400
Beach Volleyball (8 weeks)			
Individual player			
Cost per player			
Total single player	$0	$0	$0
Teams of 4 to 6			
Cost per team			
Total teams	$16,000	$22,400	$29,400
Beach Soccer (8 weeks)			
Individual player			
Cost per player			
Total single player	$0	$0	$0
Teams of 6 to 8			
Cost per team			
Total teams	$5,500	$7,700	$9,600
Beach Flag Football (8 weeks)			
Individual player			
Cost per player			
Total single player	$0	$0	$0
Teams of 7 to 9			
Cost per team			

Total teams	$6,500	$11,700	$13,600
TOTAL All Leagues	$44,800	$63,400	$79,000
2.C Camps			
All Beach Sports (5 days at 2 hours a day)			
Individual player			
Cost per player			
Total	$31,500	$38,700	$45,900
Pro Package All Beach Sports (5 days at 4 hours a day)			
Individual player			
Cost per player			
Total	$32,000	$32,000	$32,000
TOTAL Camps	$63,500	$70,700	$77,900
2. D Round Robin Pass (1day a week)			
Individual player			
Round Robin 10 visits (Beach V, Beach T, Sand Pickleball)			
Total Round Robin	$27,750	$45,750	$63,900
2. F Junior Beach Volleyball Travel Club			
Individual player (4 age groups)			
Cost per player (9 month season, 3 times a week)			
Total	$129,600	$172,800	$216,000
Total 2. Revenue	$378,650	$531,690	$674,220
3. Other Income **(Tournaments and Events)**	$30,000	$36,000	$42,000
4. Net unrelated business income			
5. Value of services or facilities furnished by government			
6. Taxes levied for RCBSA benefit			
7. Any revenue not otherwise listed above or in lines 9			
8. Total of lines 1 through 7	$408,650	$567,690	$716,220
9. Gross receipts from admissions, merchandise sold or	3000	3600	4200
10. Total of lines 8 and 9	$ 411,650	$ 571,290	$ 720,420
11. Net gain or loss on sale of capital assets (provide an			
12. Unusual grants (provide an itemized list below)			
13. Total Revenue (add lines 10 through 12	$ 411,650	$ 571,290	$ 720,420

Budget 1st year	1st month	2nd month	3rd month	4th month	5th month	6th month	7th month	8th month	9th month	10th month	11th month	12th month	Total 1st year	13th month	14th month	15th month	16th month	17th month	18th month	19th month	20th month	21st month	22nd month	23rd month
Revenue																								
1. Gifts, grants, and contributions received																								
2. A Membership fees received																								
Membership monthly	20	30	40	50	60	70	80	90	100	110	120	130	130	135	140	145	150	155	160	165	170	175	180	185
Cost per person for monthly membership	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00		$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
Total Monthly Membership	$800	$1,200	$1,600	$2,000	$2,400	$2,800	$3,200	$3,600	$4,000	$4,400	$4,800	$5,200	$36,000	$5,400	$5,600	$5,800	$6,000	$6,200	$6,400	$6,600	$6,800	$7,000	$7,200	$7,400
Membership yearly	15	5	5	5	5	5	5	5	5	5	5	5	70	7	7	7	7	7	7	8	8	8	8	8
Cost per person yearly membership	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00		$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
Total Yearly Membership	$5,700	$1,900	$1,900	$1,900	$1,900	$1,900	$1,900	$1,900	$1,900	$1,900	$1,900	$1,900	$26,600	$2,660	$2,660	$2,660	$2,660	$2,660	$2,660	$3,040	$3,040	$3,040	$3,040	$3,040
Membership yearly family	5	2	2	3	3	3	4	4	4	5	5	5	45	5	5	5	5	5	6	6	6	6	6	6
Cost per person yearly membership	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00		$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00	$ 420.00
Total Yearly Membership family	$2,100	$840	$840	$1,260	$1,260	$1,260	$1,680	$1,680	$1,680	$2,100	$2,100	$2,100	$18,900	$2,100	$2,100	$2,100	$2,100	$2,100	$2,520	$2,520	$2,520	$2,520	$2,520	$2,520
TOTAL All Memberships	$8,600	$3,940	$4,340	$5,160	$5,560	$5,960	$6,780	$7,180	$7,580	$8,400	$8,800	$9,200	$81,500	$10,160	$10,360	$10,560	$10,760	$10,960	$11,580	$12,160	$12,360	$12,560	$12,760	$12,960
2.B Leagues																								
Sand Pickleball, Beach Tennis, Beach Footvolley (8 weeks)																								
Individual player																								
Cost per player	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125		$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125
Total single player	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Teams of 2			36						48							48						60		
Cost per team	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200		$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200
Total teams	$0	$0	$7,200	$0	$0	$0	$0	$0	$9,600	$0	$0	$0	$16,800	$0	$0	$9,600	$0	$0	$0	$0	$0	$12,000	$0	$0
Beach Volleyball (8 weeks)																								
Individual player																								
Cost per player	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125		$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125
Total single player	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Teams of 4 to 6	16						24							24						32				
Cost per team	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400		$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400
Total teams	$6,400	$0	$0	$0	$0	$0	$9,600	$0	$0	$0	$0	$0	$16,000	$9,600	$0	$0	$0	$0	$0	$12,800	$0	$0	$0	$0
Beach Soccer (8 weeks)																								
Individual player																								
Cost per player	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125		$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125
Total single player	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Teams of 6 to 8		4						6							6							8		
Cost per team	$550	$550	$550	$550	$550	$550	$550	$550	$550	$550	$550	$550		$550	$550	$550	$550	$550	$550	$550	$550	$550	$550	$550
Total teams	$0	$2,200	$0	$0	$0	$0	$0	$3,300	$0	$0	$0	$0	$5,500	$0	$3,300	$0	$0	$0	$0	$0	$4,400	$0	$0	$0
Beach Flag Football (8 weeks)																								
Individual player																								
Cost per player	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125		$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125
Total single player	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Teams of 7 to 9			4					6								8						10		
Cost per team	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650		$650	$650	$650	$650	$650	$650	$650	$650	$650	$650	$650
Total teams	$0	$0	$2,600	$0	$0	$0	$0	$3,900	$0	$0	$0	$0	$6,500	$0	$0	$5,200	$0	$0	$0	$0	$6,500	$0	$0	$0
TOTAL All Leagues	$6,400	$2,200	$9,800	$0	$0	$0	$9,600	$7,200	$9,600	$0	$0	$0	$44,800	$9,600	$3,300	$14,800	$0	$0	$0	$12,800	$10,900	$12,000	$0	$0
2.C Camps																								
All Beach Sports (5 days at 2 hours a day)																								
Individual player			16				24					30				24				32				
Cost per player	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450		$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450
Total	$0	$0	$7,200	$0	$0	$0	$10,800	$0	$0	$0	$0	$13,500	$31,500	$0	$0	$10,800	$0	$0	$0	$14,400	$0	$0	$0	$0
Pro Package All Beach Sports (5 days at 4 hours a day)																								
Individual player			12				16					12				12				16				
Cost per player	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800		$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800
Total	$0	$0	$9,600	$0	$0	$0	$12,800	$0	$0	$0	$0	$9,600	$32,000	$0	$0	$9,600	$0	$0	$0	$12,800	$0	$0	$0	$0
TOTAL Camps	$0	$0	$16,800	$0	$0	$0	$23,600	$0	$0	$0	$0	$23,100	$63,500	$0	$0	$20,400	$0	$0	$0	$27,200	$0	$0	$0	$0
2. D Round Robin Pass (1day a week)																								
Individual player	10	11	12	13	14	15	16	17	18	19	20	20		20	21	22	23	24	25	26	27	28	29	30
Round Robin 10 visits (Beach V, Beach T, Sand Pickleball)	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150		$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150
Total Round Robin	$1,500	$1,650	$1,800	$1,950	$2,100	$2,250	$2,400	$2,550	$2,700	$2,850	$3,000	$3,000	$27,750	$3,000	$3,150	$3,300	$3,450	$3,600	$3,750	$3,900	$4,050	$4,200	$4,350	$4,500
2. F Junior Beach Volleyball Travel Club																								
Individual player (4 age groups)				48	48	48	48	48	48	48	48	48					64	64	64	64	64	64	64	64
Cost per player (9 month season, 3 times a week)				$300	$300	$300	$300	$300	$300	$300	$300	$300					$300	$300	$300	$300	$300	$300	$300	$300
Total	$0	$0	$0	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$129,600	$0	$0	$0	$19,200	$19,200	$19,200	$19,200	$19,200	$19,200	$19,200	$19,200
Total 2. Revenue	$16,500	$7,790	$39,940	$21,510	$22,060	$22,610	$67,580	$31,330	$34,280	$25,650	$26,200	$63,200	$378,650	$22,760	$16,810	$59,860	$33,410	$33,760	$34,530	$89,660	$46,510	$47,960	$36,310	$36,660
3. Other Income **(Tournaments and Events)**	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$30,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
4. Net unrelated business income																								
5. Value of services or facilities furnished by government																								
6. Taxes levied for RCBSA benefit																								
7. Any revenue not otherwise listed above or in lines 9																								
8. Total of lines 1 through 7	$19,000	$10,290	$42,440	$24,010	$24,560	$25,110	$70,080	$33,830	$36,780	$28,150	$28,700	$65,700	$408,650	$25,760	$19,810	$62,860	$36,410	$36,760	$37,530	$92,660	$49,510	$50,960	$39,310	$39,660
9. Gross receipts from admissions, merchandise sold or	250	250	250	250	250	250	250	250	250	250	250	250	3000	300	300	300	300	300	300	300	300	300	300	300
10. Total of lines 8 and 9	$ 19,250	$ 10,540	$ 42,690	$ 24,260	$ 24,810	$ 25,360	$ 70,330	$ 34,080	$ 37,030	$ 28,400	$ 28,950	$ 65,950	$ 411,650	$ 26,060	$ 20,110	$ 63,160	$ 36,710	$ 37,060	$ 37,830	$ 92,960	$ 49,810	$ 51,260	$ 39,610	$ 39,960
11. Net gain or loss on sale of capital assets (provide an																								
12. Unusual grants (provide an itemized list below)																								
13. Total Revenue (add lines 10 through 12	$ 19,250	$ 10,540	$ 42,690	$ 24,260	$ 24,810	$ 25,360	$ 70,330	$ 34,080	$ 37,030	$ 28,400	$ 28,950	$ 65,950	$ 411,650	$ 26,060	$ 20,110	$ 63,160	$ 36,710	$ 37,060	$ 37,830	$ 92,960	$ 49,810	$ 51,260	$ 39,610	$ 39,960
Expenses																								
14. Fundraising expenses																								
15. Contributions, gifts, grants, and similar amounts paid																								
16. Disbursements to or for the benefit of members																								
17. Compensation for officers, directors, and trustees																								
18. Other salaries and wages																								
19. Interest expense																								
20. Occupancy (rent, utilities, etc.)																								
21. Depreciation and depletion																								
22. Professional fees																								
23. Any expenses not otherwise classified, such as program																								
24. Total Expenses (add lines 14 through 23)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25. Itemized financial data (phone internet, general office																								

24th month	Total 2nd year	25th	26th	27th	28th	29th	30th	31st	32nd	33rd	34th	35th	36th	Total 3rd year
190	190	195	200	205	210	215	220	225	230	235	240	245	250	250
$ 40.00		$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	
$7,600	$78,000	$8,775	$9,000	$9,225	$9,450	$9,675	$9,900	$10,125	$10,350	$10,575	$10,800	$11,025	$11,250	$120,150
8	90	8	8	8	8	8	8	9	8	8	8	8	8	97
$ 380.00		$ 390.00	$ 390.00	$ 390.00	$ 390.00	$ 390.00	$ 390.00	$ 390.00	$ 390.00	$ 390.00	$ 390.00	$ 390.00	$ 390.00	
$3,040	$34,200	$3,120	$3,120	$3,120	$3,120	$3,120	$3,120	$3,510	$3,120	$3,120	$3,120	$3,120	$3,120	$37,830
6	67	6	6	6	6	6	6	7	7	7	7	7	7	78
$ 420.00		$ 430.00	$ 430.00	$ 430.00	$ 430.00	$ 430.00	$ 430.00	$ 430.00	$ 430.00	$ 430.00	$ 430.00	$ 430.00	$ 430.00	
$2,520	$28,140	$2,580	$2,580	$2,580	$2,580	$2,580	$2,580	$3,010	$3,010	$3,010	$3,010	$3,010	$3,010	$33,540
$13,160	$140,340	$14,475	$14,700	$14,925	$15,150	$15,375	$15,600	$16,645	$16,480	$16,705	$16,930	$17,155	$17,380	$191,520
$125		$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
				60						60				
$200		$220	$220	$220	$220	$220	$220	$220	$220	$220	$220	$220	$220	
$0	$21,600	$0	$0	$13,200	$0	$0	$0	$0	$0	$13,200	$0	$0	$0	$26,400
$125		$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		32						38						
$400		$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	
$0	$22,400	$13,440	$0	$0	$0	$0	$0	$15,960	$0	$0	$0	$0	$0	$29,400
$125		$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
			8						8					
$550		$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	
$0	$7,700	$0	$4,800	$0	$0	$0	$0	$0	$4,800	$0	$0	$0	$0	$9,600
$125		$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	$140	
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
				10					10					
$650		$680	$680	$680	$680	$680	$680	$680	$680	$680	$680	$680	$680	
$0	$11,700	$0	$0	$6,800	$0	$0	$0	$0	$6,800	$0	$0	$0	$0	$13,600
$0	$63,400	$13,440	$4,800	$20,000	$0	$0	$0	$15,960	$11,600	$13,200	$0	$0	$0	$79,000
30				32				38					32	
$450		$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	
$13,500	$38,700	$0	$0	$14,400	$0	$0	$0	$17,100	$0	$0	$0	$0	$14,400	$45,900
12				12				16					12	
$800		$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	
$9,600	$32,000	$0	$0	$9,600	$0	$0	$0	$12,800	$0	$0	$0	$0	$9,600	$32,000
$23,100	$70,700	$0	$0	$24,000	$0	$0	$0	$29,900	$0	$0	$0	$0	$24,000	$77,900
30		30	31	32	33	34	35	36	37	38	39	40	41	
$150		$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	
$4,500	$45,750	$4,500	$4,650	$4,800	$4,950	$5,100	$5,250	$5,400	$5,550	$5,700	$5,850	$6,000	$6,150	$63,900
64					80	80	80	80	80	80	80	80	80	
$300					$300	$300	$300	$300	$300	$300	$300	$300	$300	
$19,200	$172,800	$0	$0	$0	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000	$24,000	$216,000
$73,460	$531,690	$32,415	$24,150	$78,125	$44,100	$44,475	$44,850	$109,005	$57,630	$59,605	$46,780	$47,155	$85,930	$674,220
$3,000	$36,000	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$42,000
$76,460	$567,690	$35,915	$27,650	$81,625	$47,600	$47,975	$48,350	$112,505	$61,130	$63,105	$50,280	$50,655	$89,430	$716,220
300	3600	350	350	350	350	350	350	350	350	350	350	350	350	4200
$ 76,760	$ 571,290	$ 36,265	$ 28,000	$ 81,975	$ 47,950	$ 48,325	$ 48,700	$ 112,855	$ 61,480	$ 63,455	$ 50,630	$ 51,005	$ 89,780	$ 720,420
$ 76,760	$ 571,290	$ 36,265	$ 28,000	$ 81,975	$ 47,950	$ 48,325	$ 48,700	$ 112,855	$ 61,480	$ 63,455	$ 50,630	$ 51,005	$ 89,780	$ 720,420
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Salaries & Fees												
	Start	Stop	Hours of	# of shifts to fill	Total hours	Hourly Rate	Current pay	Annualized	Est. Benefits	Total	Increase	Increase year
GM - FT			8	5	40		$ 1,731	$ 90,012	$ 13,500	$ 103,512	$ 106,617	$ 109,816
												$ -
Sportsdirector PT			5	4	20	$ 25	$ 500	$ 26,000		$ 26,000	$ 26,780	$ 27,583
Asst. Sportsdirector PT			5	3	15	$ 20	$ 300	$ 15,600		$ 15,600	$ 16,068	$ 16,550
Support staff			4	2	8	$ 16	$ 128	$ 1,280		$ 1,280	$ 1,318	$ 1,358
Support staff			4	2	8	$ 16	$ 128	$ 1,280		$ 1,280	$ 1,318	$ 1,358
Club Coaches			3	3	9	$ 20	$ 180	$ 7,020		$ 7,020	$ 7,231	$ 7,448
Club Coaches			3	3	9	$ 20	$ 180	$ 7,020		$ 7,020	$ 7,231	$ 7,448
Club Coaches			3	3	9	$ 20	$ 180	$ 7,020		$ 7,020	$ 7,231	$ 7,448
Club Coaches			3	3	9	$ 20	$ 180	$ 7,020			$ 7,231	$ 7,448
Dir. Bus. Development and			5	1	5	$ 35	$ 175	$ 9,100		$ 9,100	$ 9,373	$ 9,654
Total PT staff			Total Hours		118		$ 3,327	$ 155,232		$ 74,320	$ 83,780	$ 86,294
			FTE		2.95							
Total Labor										$ 177,832	$ 190,398	$ 196,109
Contracted Fees												
Security Tournaments &			8	6	48	$ 35	$ 1,680	$ 1,680		$ 1,680	$ 1,730	$ 1,782
Trainer			8	6	48	$ 25	$ 1,200	$ 1,200		$ 1,200	$ 1,236	$ 1,273
Payroll company							$ 150	$ 1,800		$ 1,800	$ 1,854	$ 1,910
CPA							$ 120	$ 1,440		$ 1,440	$ 1,483	$ 1,528
Total								$ 6,120.00		$ 6,120	$ 6,304	$ 6,493

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

RITA CROCKETT BEACH SPORTS ACADEMY INC
2925 HIDDEN HARBOUR ST
FORT LAUDERDALE, FL 33312

Date:
05/02/2024
Employer ID number:
99-1759972
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 24, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053515006174

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

City of Dania Beach
Public Services Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

SUBJECT: **EXPENDITURE OF CITY FUNDS TO EXCEED $1M FOR THE REBUILD OF LIFT STATIONS NO. 4, 6, 11 PROJECT - FIRST READING**

Request:
The Public Services Department (PSD) requests expenditure authorization of City funds exceeding one million dollars for the Rebuild of Lift Stations (LS) No. 4, No. 6 and No. 11 Project (Project).

Background:
To address the sewer utility's need to rebuild its outdated LS's, PSD has completed the design and permitting of nine replacement lift stations, including LS No. 4, No. 6, and No. 11. The project work is ready to be bid. Based on cost estimates, the expectation is that an expenditure of over $1 million to rebuild the three stations will be required. The City Commission must, pursuant to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Code of Ordinances, must approve any expenditures that exceed One Million Dollars ($1,000,000.00) after two advertised public hearings of the ordinance.

This item will be the first of two readings of the ordinance to authorize the approval of funds for the project.

Budgetary Impact
Funding for this Project in part comes from the Florida Department of Environmental Protection in the amount of $4,444,000. Additionally, American Rescue Plan Act State and Local Recovery Funds in the amount of $3.4M have been appropriated for this Project.

Recommendation
It is recommended that the City Commission adopt an Ordinance to authorize the expenditure of City funds exceeding one million dollars for the Rebuild of Lift Stations No. 4, No. 6 and No. 11 Projects.

ORDINANCE NO. 2024-_____

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) FOR REBUILDING LIFT STATIONS NO. 4, NO. 6 AND NO. 11; 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 advertised public hearings of the ordinance; and

WHEREAS, the City Public Services Department has identified that Lift Stations No. 4, No. 6, and No. 11 must be rebuilt; and

WHEREAS, the cost to rebuild each individual Lift Station is anticipated to exceed One Million Dollars ($1,000,000.00); which expenditures require adoption of an Ordinance.

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

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

Section 2. That the proper City officials are authorized to expend more than One Million Dollars ($1,000,000.00) to rebuild each of the Lift Stations.

Section 3. That funding for this Project will be appropriated from the Sewer Fund and include grant funding where applicable.

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

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

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

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____
ELORA RIERA, MMC
CITY CLERK

_____
ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

SUN-SENTINEL

Sold To:
City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Bill To:
City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Aug 17, 2024
$1M Rebuild Lift Stations 4, 6 and 11 Ad
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: August 19, 2024.

LeAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: eriera@daniabeachfl.gov,emcclendon@daniabeachfl.gov,kmichelin@daniabeachfl.gov
7675566

NOTICE OF HEARING BEFORE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REGARDING FIRST READING OF THE FOLLOWING PROPOSED ORDINANCE:

NOTICE IS GIVEN that on August 27, 2024, at 7:00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider the proposed first reading of the following ordinance:

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), WHICH EXPENDITURE ARE ESTIMATED AT NINE MILLION SIX HUNDRED THOUSAND DOLLARS ($9,600,000.00) APPROVED BY THE CITY COMMISSION, TO FUND THE REBUILD LIFT STATIONS NO. 4, NO. 6 AND NO. 11 PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance are on file in the Office of the City Clerk, Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any person who decides to appeal any decision made with respect to any matter considered at this hearing will need a record of the proceedings and for such purpose 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.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of the 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.

/S/ Elora Riera, MMC
City Clerk
8/17/2024 7675566

Order # - 7675566

City of Dania Beach
Finance Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: **An Ordinance amending City Code Section 27-304 entitled "Stormwater Assessments Authorization", authorizing the City to administratively modify and equitably assess stormwater utility charges**

Request:
The Finance Department requests adoption of an Ordinance amending City Code Section 27-304 entitled "Stormwater Assessments Authorization", authorizing the City to administratively modify and equitably assess stormwater utility charges.

Background:
The City levies an annual assessment to fund the costs of its Stormwater Utility Services. The current annual charge per equivalent residential unit (ERU) is $60.00. In 2023, the City engaged the services of Raftelis Financial Consultants to issue a report on the City's current stormwater assessment methodology and revenue sufficiency in anticipation of a revenue bond issue in the Fall of 2024. Raftelis further reviewed individual properties and determined that there are instances when it is appropriate to administratively modify assessment units on a case-by-case basis.

In addition, certain residents have argued that the City's stormwater calculation unduly impacts certain properties, and the City has taken into consideration those concerns and desires to update the calculation process to accommodate those requests.

The Ordinance will modify the portion of City Code Section 27-304 entitled "Stormwater Assessments Authorization" providing the City Administration with the ability to modify or adjust ERU values based on its annual review of the assessment roll.

The Finance Department recommends adoption of the Ordinance allowing for administrative modifications to the stormwater assessment roll.

Budgetary Impact
None.

Recommendation

Adopt the Ordinance amending City Code Section 27-304 entitled "Stormwater Assessments Authorization", authorizing the City to administratively modify and equitably assess stormwater utility charges.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27, "WATER AND SEWER", ARTICLE VI, "STORMWATER UTILITY"; AT SECTION 27-304, ENTITLED "STORMWATER ASSESSMENTS AUTHORIZATION", OF THE CITY CODE OF ORDINANCES TO AUTHORIZE THE CITY TO ADMINISTRATIVELY ALLOW THE CITY TO MODIFY AND EQUITABLY ASSESS STORMWATER UTILITY CHARGES, AFTER REVIEW OF THE ASSESSMENT ROLL, PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to amend the City Code, at Chapter 27 relating to Water and Sewer, at Article VI "Stormwater Utility" in order to more equitably administer the City's Stormwater rate calculation standards; and

WHEREAS, certain residents have argued that the City's stormwater calculation unduly impacts certain properties, and the City has taken into consideration those concerns and desires to update the calculation process to accommodate those requests; and

WHEREAS, the City seeks to modify section 27-304, entitled "Stormwater Assessment Authorization" in order to provide clarity and modify the language to allow the administration to review modify the assessment based upon equitable considerations for all eligible properties within the City, and specifically allow the City to administratively modify or adjust specific parcel ERU values to reflect the parcel-specific findings, whether recommended by a Professional Engineer or other consultant retained by the City, or in the event that adjustment to the assessment units is deemed to be necessary by the City while reviewing the assessment roll.

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2 That Chapter 27 of the City's Code of Ordinances entitled "Water and Sewer", to amend Article VI, entitled "Stormwater Utility", to read as follows:

CHAPTER 27

WATER AND SEWER

* * *

Reserved. Sec. 27-240-290

ARTICLE VI. STORMWATER UTILITY

Sec. 27-300. Definitions. When used in this Ordinance, the following terms shall have the meanings set forth below, unless the context clearly requires otherwise.

"Annual Stormwater Assessment Resolution" means the resolution described in Section 27-306 hereof, approving the Stormwater for a specific Fiscal Year.

“Capital improvement project” means the construction, acquisitions, installation, reconstruction, renewal or replacement of facilities deemed necessary to control and manage the stormwater burden generated by the use and enjoyment of property within the City.

"City" means the City of Dania, Florida.

"City Clerk" means the City official described in Part Ill, Article 4 of the City Charter, or such person's designee.

"City Commission" means the governing body of the City of Dania, Florida.

"City Manager" means the chief executive officer of the City, or such person's designee.

"Property" means any property, other than Tax-Exempt Institutional Property, that includes Impervious Area.

"ERU" means equivalent stormwater residential unit," the standard unit to be used in calculating the stormwater burden expected to be generated by the impervious area of developed single family residential property, as such unit may from time to time be calculated from the median of all single family properties in the City after taking into consideration any mitigation of the stormwater burden that results from privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff.

“Effective ERU” means the total ERUs associated with a group of related condominium parcels shall be calculated by multiplying the imperviousness ratio factor by the gross number of ERUs for the entire group of related condominium parcels. To develop the “effective ERU” value for each condominium in the related condominium group the total “effective ERUs” shall be divided by the total number of condominium units.

"Final Stormwater Assessment Resolution" means the resolution described in Section 27-305 hereof, which shall confirm, modify or repeal the Initial Stormwater Assessment Resolution and which shall be the final proceeding for the imposition of a Stormwater Assessment.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America, the State of Florida, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

"Impervious Area" means hard surfaced areas which either prevent or severely restrict the entry of water into the soil mantle and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas and other surfaces which similarly affect the natural infiltration or runoff patterns which existed prior to development.

"Initial Stormwater Assessment Resolution" means the resolution of this Article hereof, which shall be the initial proceeding for the imposition of the Stormwater Assessment.

"Ordinance" means this Stormwater Utility Ordinance.

"Property Appraiser" means the Broward County Property Appraiser.

"Resolution of Intent" means the resolution required by the Uniform Assessment Collection Act to express the City Commission's intent to collect Assessments on the ad valorem tax bill.

"Stormwater" means the flow of water which results from, and which occurs immediately following, a rainfall event.

"Stormwater Assessment" means an annual special assessment imposed upon each benefitted parcel within the City to fund Stormwater Management Services.

"Stormwater Assessment Roll" means the special assessment roll relating to Stormwater Assessments, approved by a Final Stormwater Assessment Resolution or an Annual Stormwater Assessment Resolution pursuant to Section 27-306.

"Stormwater Management Services" means (A) management and administration of the City's Stormwater management program; (B) Stormwater program engineering; (C) basin planning, including capital improvement plan development; (D) operating and maintaining the City's capital facilities for Stormwater management, including extraordinary maintenance; (E) billing and collection of Stormwater Assessments, including customer information services and reserves for available statutory payment discounts; and (F) legal, engineering and other consultant services. Notwithstanding the foregoing, "Stormwater Management Services" shall not include that portion of the cost to maintain the City's road drainage system that is attributable to the Stormwater burden generated by the Impervious Area of the roads.

"Stormwater Service Cost" means the estimated amount for any Fiscal Year of all expenditures and reasonable reserves that are properly attributable to Stormwater Management Services provided within the City under generally accepted accounting principles, including, without limiting the generality of the foregoing, reimbursement to the City for any moneys advanced for Stormwater Management Services, and interest on any interfund or intrafund loan for such purpose.

"Stormwater Utility" means the entity established by this Article to implement the Stormwater management program of the City.

"Tax Collector" means the Broward County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Tax-Exempt Institutional Property" means Government Property and other property that is used predominately or exclusively for educational, literary, scientific, religious, charitable or governmental purposes and is exempt from ad valorem taxation under Florida law.

"Tax parcel" means any parcel of property to which the Broward County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Sec. 27-301. Interpretation.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Sec. 27-302. Findings of Stormwater Utility.

It is hereby ascertained, determined and declared that:

(1) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City Commission has all powers of local self- government to perform municipal functions and to render municipal services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of City ordinances.

(2) The City Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Commission may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to Stormwater Assessments imposed to fund Stormwater management within the City.

(3) The purpose of this Ordinance is to establish the Stormwater Utility and authorize the imposition of Stormwater Assessments to provide a dedicated funding source to improve Stormwater management within the City in a manner consistent with the City's comprehensive plan and applicable state and federal laws. The Stormwater Utility will address the quality and quantity of Stormwater runoff to surface and subsurface waters.

(4) The Stormwater Assessments authorized by this Ordinance are consistent with the authority granted in Section 403.0893, Florida Statutes, which is additional authority and supplements the constitutional and statutory power of local government granted to a municipality.

(5) The benefits provided by the Stormwater Utility to any property located within the City include, by way of example and not limitation, the provision of Stormwater management services and the availability and use of facilities or improvements by owners and occupants of to properly and safely detain, retain, convey or treat Stormwater discharged from their property, stabilization of or the increase of property values, increased safety and better access to properties in the City, improved appearance of properties in the City, rendering properties more adaptable to a current or reasonably foreseeable new and higher use, and (6) alleviation of the burdens caused by Stormwater runoff a upon the City's stormwater system resulting from such property.

(6) The benefits provided by the Stormwater Utility bear a logical relationship to the value, use and characteristics of each property located within the City.

(7) The Stormwater Assessments authorized by this Article provide an equitable method of funding the Stormwater Service Cost by fairly and reasonably allocating the Stormwater Service Cost to each Property classified on the basis of the Stormwater burden expected to be generated by the physical characteristics and use of such property (by individual parcel or any reasonable classification of parcels).

(8) The Stormwater Assessments imposed pursuant to this Article are imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Ordinance shall be construed as ministerial.

(9) The City's stormwater utility is necessitated by historical changes to natural water flow paths as a result of construction of canals, roads and other capital projects that permit development of property within the City. The City's stormwater utility and identified capital improvement projects provide for the collection, storage, treatment, and conveyance of stormwater, which benefit all properties within the City.

(10) The Stormwater assessments authorized in this Article are a reasonable, equitable and just metho of funding the identified operations, administration and capital improvement project costs of the stormwater utility.

Sec. 27-302. Stormwater Utility Established.

(a) There is hereby established a Stormwater Utility, which shall be the operational means of implementing the City's Stormwater management system. The Stormwater Utility shall place emphasis on achieving maximum economic efficiency through identifying programs and funding sources which are complementary to other regional state and federal programs. The City Manager shall be responsible for administration of the Stormwater Utility.

(b) The Stormwater Utility shall provide Stormwater Management Services to the City. All or any portion of the Stormwater Service Cost may be funded from the proceeds of Stormwater Assessments.

(c) The Stormwater Utility may also acquire and construct capital facilities for Stormwater management. The cost of such facilities may be funded from proceeds of the Stormwater assessments.

Sec. 27-303. Stormwater Utility Fund.

The City Commission intends to fund the cost of providing Stormwater Management Services through Stormwater Assessments. The City Commission has further determined that periodic determination of revenues earned and expenses incurred in connection with the provision of stormwater management services will enhance accountability and management control of the City's Stormwater management program and will facilitate implementation of the City Commission's funding policy for Stormwater management. Accordingly, there shall be established a Stormwater Utility Fund. From an accounting perspective, the Stormwater Utility Fund shall be established as a "special revenue fund."

Sec. 27-304. Stormwater Assessments Authorization.

The City Commission is hereby authorized to impose Stormwater Assessments against all properties located within the City to fund all or any portion of the Stormwater Service Cost in accordance with the burden the property places on the stormwater system.

(1) The Stormwater Service Cost shall be assessed against all parcels of property within the City at a rate of assessment based upon the special benefit accruing to such property from the City's provision of Stormwater Management Services, measured by the number of ERUs attributable to each parcel or classification of property. Notwithstanding the foregoing, if it is specifically determined by the City Commission that any property in the City receives a distinct special benefit from any component of the Stormwater Management Service that is materially different in kind or degree from the special benefit received by other portions of the City, the Stormwater Service Cost related to such component shall be assessed against the portion of the City receiving the distinct special benefit.

(2) Stormwater Assessments shall be payable annually and shall be computed as for each parcel of property as such parcel's share of all or any portion of the Stormwater Service Cost to be funded from proceeds of the Stormwater Assessment, based upon the number of ERUs attributable to such parcel. For commercial and residential condominium units, the Effective ERUs will be utilized.

(3) Where the data is insufficient to compute each parcel of property's share of all or any portion of the stormwater service cost to be funded from proceeds of the stormwater assessment. The use of averaging data for like kind parcels is permitted when calculated by a Professional Engineer retained by the City.

(4) In order that equitable assessment charges be applied to all eligible properties within the City, ~~T~~the City may administratively modify or adjust specific parcel ERU values to reflect the parcel-specific findings, whether recommended by a Professional Engineer or other consultant retained by the City, or in the event that adjustment to the assessment units is deemed to be necessary by the City while reviewing the assessment roll. ~~in order that equitable assessment charges be applied to all eligible properties within the City.~~

(5) The City may charge a site inspection fee for the purpose of verifying a parcel's eligibility for annual renewal of its mitigation credit. Optionally, allow the parcel owner to submit a signed and sealed statement of a Professional Engineer, demonstrating to the satisfaction of City Engineering staff, that the parcel's mitigation facility is operating in substantial compliance with its design criteria.

Sec. 27-305. Initial Stormwater Assessment Resolution.

The initial proceeding for imposition of a Stormwater Assessment shall be the City Commission's adoption of an Initial Stormwater Assessment Resolution (A) identifying, if applicable, that portion of the City to receive a materially higher level of service; (B) estimating the Stormwater Service Cost to be funded from proceeds of the Stormwater Assessments and, if applicable, the incremental Stormwater Service Cost associated with a higher level of service; (C) describing with specificity the method of determining the number of ERUs attributable to each parcel or classification of property (including any mitigation credit factors) to be utilized for the Stormwater Assessment; (D) describing the procedure for adjusting the number of ERUs attributable to a parcel of property; and (E) identifying the proposed method of collection.

Sec. 27-306. Stormwater Assessment Roll.

The City Manager shall prepare, or direct the preparation of, a preliminary Stormwater Assessment Roll for each Fiscal Year, which shall contain the following information:

(1) a summary description of each parcel of property (conforming to the description contained on the Tax Roll) subject to the Stormwater Assessment;
(2) the name of the owner of record of each parcel as shown on the tax roll;
(3) the number of ERUs attributable to each parcel;
(4) the proposed Stormwater Assessment for each ERU; and
(5) the proposed Stormwater Assessment for each parcel.

(B) Copies of the Initial Stormwater Assessment Resolution and the preliminary Stormwater Assessment Roll shall be on file in the office of the Stormwater Utility and open to public inspection. The foregoing shall not be construed to require that the Stormwater Assessment Roll be in printed form if the amount of the Stormwater Assessment for each parcel of Property can be determined by use of a computer available to the public.

Sec. 27-307. Notice By Publication.

After filing the Stormwater Assessment Roll in the office of the Stormwater Utility, as required by Section 27-306 hereof, the City Manager shall publish once in a newspaper of general circulation within the City a notice stating that a public hearing of the City Commission will be held on a certain day and hour, not earlier than 20 calendar days from such publication, at which hearing the City Commission will receive written comments and hear testimony from all interested persons regarding adoption of the Final Stormwater Assessment Resolution and approval of the Stormwater Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

Sec. 27-308. Notice By Mail

In addition to the published notice required by section 27-307, the City Manager shall provide notice of the proposed Stormwater Assessment by first class mail to the owner of each parcel of Property subject to the Stormwater Assessment. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each property owner at such address as is shown on the Tax Roll on the twentieth calendar day prior to the date of mailing. Notice shall be deemed

mailed upon delivery thereof to the possession of the U.S. Postal Service. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Stormwater Assessment Roll nor release or discharge any obligation for the payment of an Stormwater Assessment imposed by the City Commission pursuant to this Ordinance.

Sec. 27-309. Final Stormwater Assessment Resolution.

At the time named in such notice, or such time to which an adjournment or continuance may be taken, the City Commission shall receive written objections and hear testimony of interested persons and may then, or at any subsequent meeting of the City Commission, adopt the Final Stormwater Assessment Resolution which shall (A) confirm, modify or repeal the Initial Stormwater Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Commission; (B) approve the Stormwater Assessment Roll, with such amendments as it deems just and right; and (C) determine the method of collection. The Stormwater Assessments so approved shall be in proportion to the special benefits received by the affected parcels as a result of the management of the Stormwater burden expected to be generated by the physical characteristics and use of the property (by individual parcel or any reasonable classification of parcels). All objections to adoption of the Final Stormwater Assessment Resolution shall be made in writing, and filed with the City Clerk at or before the time or adjourned time of such hearing.

Sec. 27-310. Annual Stormwater Assessment Resolution.

During its budget adoption process, the City Commission shall adopt an Annual Stormwater Assessment Resolution for each Fiscal Year following adoption of the Final Stormwater Assessment Resolution. The Final Stormwater Assessment Resolution shall constitute the Annual Stormwater Assessment Resolution for the initial Fiscal Year. The Annual Stormwater Assessment Resolution shall approve the Stormwater Assessment Roll for such Fiscal Year. The Stormwater Assessment Roll shall be prepared in accordance with the Initial Stormwater Assessment Resolution, as confirmed or amended by the Final Stormwater Assessment Resolution. If the proposed Stormwater Assessment for any parcel of Property exceeds the maximum amount established in the Final Stormwater Assessment Resolution or if a Stormwater Assessment is imposed against property not previously subject thereto, the City Commission shall provide notice to the owner of such property in accordance with Sections 27.307 and 27-308 hereof and conduct a public hearing prior to adoption of the Annual Stormwater Assessment Resolution. Failure to adopt an Annual Stormwater Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

Sec. 27-311. Effect of Stormwater Assessment Resolutions.

The adoption of the Final Stormwater Assessment Resolution or Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission adoption of the Final Stormwater Assessment Resolution.

The Stormwater Assessments for each Fiscal Year shall be established upon adoption of the Annual Stormwater Assessment Resolution. The Stormwater Assessment Roll, as approved by the Annual Stormwater Assessment Resolution, shall be delivered to the Tax Collector, or such other official as the City Commission, by resolution, deems appropriate.

Sec. 27-312. Lien of Stormwater Assessments.

(A) Upon adoption of the Annual Stormwater Assessment Resolution for each Fiscal Year, Stormwater Assessments to be collected under the Uniform Assessment Collection Act shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the Annual Stormwater Assessment Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) Upon adoption of the Final Stormwater Assessment Resolution, Stormwater Assessments to be collected under the alternative method of collection provided in this Article shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected on the date notice thereof is recorded in the Official Records of Broward County, Florida.

Sec. 27-313. Revisions To Stormwater Assessments.

If any Stormwater Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the City Commission is satisfied that any such Stormwater Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Commission has failed to include any parcel on the Stormwater Assessment Roll that should have been so included, the City Commission may take all necessary steps to impose a new Stormwater Assessment against any such Property, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Stormwater Assessment is annulled, the City Commission may obtain and impose other Stormwater Assessments until a valid Stormwater Assessment is imposed.

Sec. 27-314. Procedural Irregularities.

Any irregularity in the proceedings in connection with the levy of any Stormwater Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Stormwater Assessment as finally approved shall be competent and sufficient evidence that such Stormwater Assessment was duly levied, that the Stormwater Assessment was duly made and adopted, and that all other proceedings adequate to such Stormwater Assessment were duly had, taken and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section 27-314, any party

objecting to a Stormwater Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Sec. 27-315. Correction of Errors and Omissions.

(A) No act of error or omission on the part of the City Commission, City Manager, Property Appraiser, Tax Collector, or their respective deputies, employees or designees, shall operate to release or discharge any obligation for payment of any Stormwater Assessment imposed by the City Commission under the provisions of this Ordinance.

(B) The number of ERUs attributed to a parcel of Property may be corrected at any time by the City Manager. Any such correction which reduces a Stormwater Assessment shall be considered valid from the date on which the Stormwater Assessment was imposed and shall in no way affect the enforcement of the Stormwater Assessment imposed under the provisions of this Ordinance. Any such correction which increases a Stormwater Assessment or imposes an assessment on omitted Property shall first require notice to the affected owner affected owner in the manner described in this section, providing the date, time and place that the City Commission will consider confirming the correction and offering the owner an opportunity to be heard.

(C) After the Stormwater Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

Sec. 27-316. Method of Collection.

Unless directed otherwise by the City Commission, Stormwater Assessments (other than Stormwater Assessments imposed against Government Property) shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions thereof, including but not limited to (A) entering into a written agreement with the Property Appraiser and the Tax Collector for reimbursement of necessary expenses, and (B) adopting a Resolution of Intent after publishing weekly notice of such intent for four consecutive weeks preceding the hearing. The Resolution of Intent may be adopted either prior to or following the Initial Assessment Resolution; provided however, that the Resolution of Intent must be adopted prior to January 1 (or March 1 with consent of the Property Appraiser and Tax Collector) of the year in which the Stormwater Assessments are first collected on the ad valorem tax bill. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

Sec. 27-317. Alternative Method of Collection.

In lieu of using the Uniform Assessment Collection Act, the City may elect to collect the Stormwater Assessment by any other method which is authorized by law or provided by this Section 27-317 as follows:

(1) The city shall provide stormwater assessment bills by first class mail to the owner of each affected parcel of property, other than government property. The bill or accompanying explanatory material shall include a brief explanation of the stormwater assessment, a description of the W-Y ERU used to determine the amount of the stormwater assessment,

the number of W-Y ERUs attributed to the parcel, the total amount of the parcel's stormwater assessment for the appropriate period, the location at which payment will be accepted, and the date on which the stormwater assessment is due, and a statement that the stormwater assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non ad valorem assessments.

Sec. 27-318. Responsibility for Enforcement.

The City and its agent, if any, shall maintain the duty to enforce the prompt collection of Stormwater Assessments by the means provided herein. The duties related to collection of Stormwater Assessments may be enforced at the suit of any holder of Obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Sec. 27-319. Alternative Method.

This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

Sec. 27-319. Use of Stormwater Assessments.

The proceeds of any stormwater assessment imposed pursuant to this article may be used for the following purposes to fund the cost of capital improvement projects for the stormwater utility, including but not limited to the cost of financing, engineering and permitting such capital improvement projects to enforce the payment of any delinquent stormwater assessments to impose a charge for stormwater utility services on those properties in the City and for any other lawful purpose.

Sec. 27-320. Issuance of bonds, certificates of indebtedness or other obligations.

(1) Subject to applicable law, the City Commission is authorized to provide by resolution for the issuance, sale and future refunding of bonds, certificates of indebtedness, loans or other instruments or obligations (collectively referred to as "obligations") for the provision of capital improvement projects to be secured by the proceed of such obligations, including investment earnings, stormwater assessments, special assessments and any other legally available non-a valorem revenue pledged to secure the obligations in the authorizing resolution (such securities referred to collectively as "pledged revenues"). Such resolutions may include terms including both fixed and variable interest rates, covenants and conditions and establish such funds as the City Commission deems appropriate.
(2) In issuing obligations under this article, it shall be lawful for the Cit to include more than one capital improvement project or purpose in the resolution authorizing the issuance of the obligations. The proceed of any obligations issued by the City to finance to cost of any capital improvement project may be used to pay all costs directly or indirectly related to the provisions of the capital improvement project or projects, unless limited by the resolution authorizing the

obligations.
(3) Any obligation issued under this section shall not be deemed to constitute a pledge of the full faith and credit of the City, but the obligations shall be payable only from the pledged revenues in the manner provided by the resolution authorizing the obligations. The issuance of obligations shall not directly or indirectly obligate the City to levy or to pledge any for of ad valorem taxation.

* * *

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. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

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

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

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:
Motion by: _____

Second by: _____

Second Reading:
Motion by: _____

Second by: _____

SPACE INTENTIONALLY LEFT BLANK

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

Sold To:
City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Bill To:
City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Aug 17, 2024
2024-08-27 - Commission Meeting 2nd Read
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: August 19, 2024.

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: eriera@daniabeachfl.gov,emcclendon@daniabeachfl.gov
7664349

NOTICE OF HEARING BEFORE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

NOTICE IS GIVEN that on August 27, 2024 at 7:00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider adoption of the following Ordinances:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27, "WATER AND SEWER", ARTICLE VI, "STORMWATER UTILITY"; AT SECTION 27-304, ENTITLED "STORMWATER ASSESSMENTS AUTHORIZATION", OF THE CITY CODE OF ORDINANCES TO AUTHORIZE THE CITY TO ADMINISTRATIVELY ALLOW THE CITY TO MODIFY AND EQUITABLY ASSESS STORMWATER UTILITY CHARGES, AFTER REVIEW OF THE ASSESSMENT ROLL, PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance are on file in the Office of the City Clerk, Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any person who decides to appeal any decision made with respect to any matter considered at this hearing will need a record of the proceedings and for such purpose 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.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of the 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.

/s/ Elora Riera, MMC
City Clerk
8/17/2024 7664349

Order # - 7664349

Site Address	212-216 NE 1 STREET, DANIA BEACH FL 33004	ID #	5042 34 29 0210
Property Owner	PRIYEZZHEVA, OLGA	Millage	0413
Mailing Address	1326 MONROE ST HOLLYWOOD FL 33019	Use	00
Abbr Legal Description	DANIA COUNTRY CLUB ESTATES 32-23 B LOT 11,12 W1/2 BLK 2, LESS W 12.5 OF SAID LOT 11		

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).

* 2024 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	$292,950		$292,950	$292,950	
2023	$292,950		$292,950	$292,950	$5,658.94
2022	$292,950		$292,950	$292,950	$5,535.55

2024* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$292,950	$292,950	$292,950	$292,950
Portability	0	0	0	0
Assessed/SOH	$292,950	$292,950	$292,950	$292,950
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	$292,950	$292,950	$292,950	$292,950

Sales History

Date	Type	Price	Book/Page or CIN
5/28/2021	WD-Q	$325,000	117309734
7/1/2016	WD-Q	$150,000	113800198
1/1/1983	WD	$16,700	10626 / 413
9/1/1980	PRD	$28,000	

Land Calculations

Price	Factor	Type
$31.50	9,300	SF
Adj. Bldg. S.F.		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
25						.3		

City of Dania Beach
Commission Memorandum

DATE: 8/27/2024

TO: Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney

VIA: Commissioner Marco Salvino

SUBJECT: Political Campaign Signs Policy Resolution

Request:
Commissioner Marco Salvino has requested to put into place a policy for early voting and election day voting at polling places, to allow political signs and campaigning on City Property, outside of the state mandated 150 foot prohibition zone from the entrances to a polling location.

Policy: It is the policy of the City of Dania Beach that the candidates' shall follow the guidelines below when placing political campaign signs on City property during early voting and elections.

Background:
The City's Code currently prohibits all political signs on governmental property. In the past few elections the City has enforced its code relating to this prohibition. During the 2022 election there were concerns raised about the City's enforcement of this provision. In order to ensure equal access and free political speech, Commissioner Salvino proposes that the City authorize a policy, for the City Hall polling location, to allow political speech during early voting and election day. Below is a synopsis of the proposed policy, which would override the City's enforcement of its political sign ordinance during this time period.

To further the compelling government interest of allowing ample election-oriented speech in connection with an election polling place, a policy is needed to provide for the ability to have political signs at City Hall property for early voting and election day voting.

Political signs must conform to the following:

1. Candidates shall be entitled to place political signs at the City Hall - Library polling location outside the of the statutory 150 foot prohibition zone, as identified in the attached exhibit A. Signs can be placed on the grassy park area outside the 150 foot prohibition zone (102.031(4)(a) Florida Statutes).
2. No polling may take place in the City's parking garage.
3. There are no reservations and first come first served as to space for signs.
4. If the polling location is not City-owned or on private property, the candidate should seek the permission of the property owner.

5. Political signs on private property (which are not a polling site) are not regulated by this policy. However, a candidate must have property owner's permission to display signs on private property.
6. No political signs can be placed in the parking garage, medians, swales or public rights of way, including the placement of signs on trees, walls, benches, or utility poles.
7. No tents, no staked umbrellas, coolers or tables may be placed on City property. Folding portable chairs may be used. Hand-held umbrellas are authorized. No equipment, or items staked into the ground, except for political signs identified herein as to the size requirements are authorized.
8. A political sign shall have the maximum area of 24 square feet, per sign. For signs placed in the ground, the maximum height of said signs is 8 feet.
9. During early voting at City Hall - Library location, political signs shall only be placed in the grassy area outside the 150-foot prohibited area identified in Exhibit A. Chairs must be removed within 30 minutes of every day, of early voting.
10. A political sign may be placed at the City - Hall Library location being utilized as a polling location beginning the day of the election and shall be removed within 30 minutes of poles closing on the day of the election.
11. At no point shall any political sign obstruct the site visibility of any vehicle within any roadway, driveway, swale or public right of way.
12. All political signs must be removed immediately after the issuance of a hurricane warning by the National Hurricane Center.

The City will remove and dispose of any political sign at any site that fails to comply with the above policy. The City is not responsible for damage to political signs located on City property or political signs lost or stolen from City property.

Budgetary Impact
N/A

Recommendation
It is a decision for the City Commission whether to adopt the proposed policy.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE CITY OF DANIA BEACH POLICY ON THE PLACEMENT OF POLITICAL CAMPAIGN SIGNS ON CITY PROPERTY DURING EARLY VOTING AND ELECTIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach wishes to create a policy on the placement of political campaign signs on City property during early voting and elections (The "Policy") to provide clarity and direction to staff on enforcement of sign regulations; and

WHEREAS, the City Commission of the City of Dania Beach supports the creation of this policy.

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

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

Section 2. That the City Commission of the City of Dania Beach seeks to create a policy on the placement of political Campaign signs on City property during early voting and elections (The "Policy") to provide clarity and direction to staff on enforcement of sign regulations. A copy of the policy is attached as Exhibit "A", which is made a part of and is incorporated into this Resolution by this reference.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

SPACE INTENTIONALLY LEFT BLANK

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Joyce L. Davis	____	____
Commissioner Tamara James	____	____
Commissioner Marco Salvino	____	____
Vice Mayor Lori Lewellen	____	____
Mayor Archibald J. Ryan IV	____	____

ATTEST:

_____ _____

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

CITY OF DANIA BEACH – POLICY AMENDMENT
PLACEMENT OF POLITICAL CAMPAIGN SIGNS ON CITY PROPERTY
DURING EARLY VOTING AND ELECTIONS

August 27, 2024

ELECTIONS AND CAMPAIGNING

PURPOSE:
The purpose of this policy is to provide a guide for placement of political campaign signs on City property during early voting and elections.

POLICY:
It is the policy of the City of Dania Beach that the candidates shall follow the guidelines below when placing political campaign signs on City property during early voting and elections.

PROCEDURE:
The City of Dania Beach currently has early voting locations and polling locations on City property, Broward County property and on private property which have been designated (selected) by the Broward County Supervisor of Elections and the City of Dania Beach.

To further the compelling government interest of allowing ample election-oriented speech in connection with an election polling place, a policy is needed to provide for the ability to have political signs at City Hall property for early voting and election day voting.

Political signs must conform to the following:

1. Candidates shall be entitled to place political signs at the City Hall- Library polling location outside the of the statutory 150 foot prohibition zone, as identified in the attached exhibit A. Signs can be placed on the grassy park area outside the 150 foot prohibition zone (102.031(4)(a) Florida Statutes).

2. No polling may take place in the City's parking garage.

3. There are no reservations and first come first served as to space for signs.

4. If the polling location is not City-owned or on private property, the candidate should seek the permission of the property owner.

5. Political signs on private property (which are not a polling site) are not regulated by this policy. However, a candidate must have property owner's permission to display

signs on private property.

6. No political signs can be placed in the parking garage, medians, swales or public rights of way, including the placement of signs on trees, walls, benches, or utility poles.

7. No tents, no staked umbrellas, coolers or tables may be placed on City property. Folding portable chairs may be used. Hand-held umbrellas are authorized. No equipment, or items staked into the ground, except for political signs identified herein as to the size requirements are authorized.

8. A political sign shall have the maximum area of 24 square feet, per sign. For signs placed in the ground, the maximum height of said signs is 8 feet.

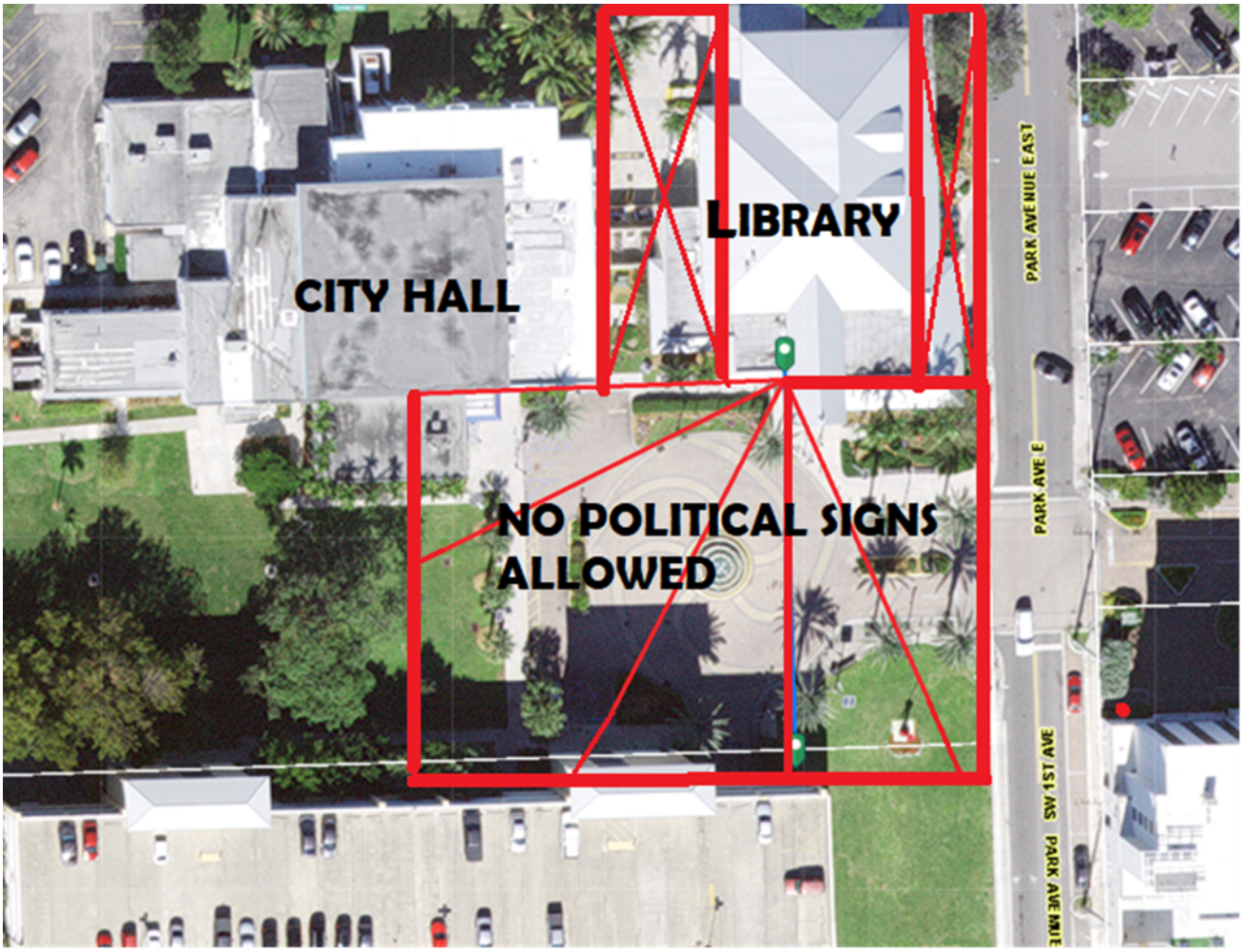
9. During early voting at City Hall-Library location, political signs shall only be placed in the grassy area outside the 150-foot prohibited area identified in Exhibit A. Chairs must be removed within 30 minutes of every day, of early voting.

10. A political sign may be placed at the City Hall- library location being utilized as a polling location beginning the day of the election and shall be removed within 30 minutes of poles closing on the day of the election.

11. At no point shall any political sign obstruct the site visibility of any vehicle within any roadway, driveway, swale or public right of way.

12. All political signs must be removed <u>immediately</u> after the issuance of a hurricane warning by the National Hurricane Center.

The City will remove and dispose of any political sign at any site that fails to comply with the above policy. The City is not responsible for damage to political signs located on City property or political signs lost or stolen from City property.


CITY HALL
LIBRARY
NO POLITICAL SIGNS ALLOWED
PARK AVENUE EAST
PARK AVE E
SW 1ST AVE
PARK AVENUE

THE GREATER DANIA BEACH CHAMBER OF COMMERCE

2024

TO RSVP & PAY

954-926-2323

rshane@daniabeachchamber.org

DANIA BEACH CHAMBER's Mayoral Address with Mayor A. J. Ryan

A. J. RYAN

MAYOR

City of Dania Beach

LeMeridien Hotel inside TORO

1825 Griffin Road Dania Beach, FL 33004

11:30 am to 1:00 pm

$45pp Must RSVP & Pre-pay by Aug 14th

AUG | **21st** | **2024**

SPONSORED BY:

Le MERIDIEN DANIA BEACH AT FORT LAUDERDALE AIRPORT

TORO Latin Kitchen & Tequila Library by Richard Sandoval

FPL

Memorial Healthcare System

SUN credit union

A. J. RYAN REALTY 100 Years of Excellence 1924 2024 DANIA BEACH, FLORIDA

WM

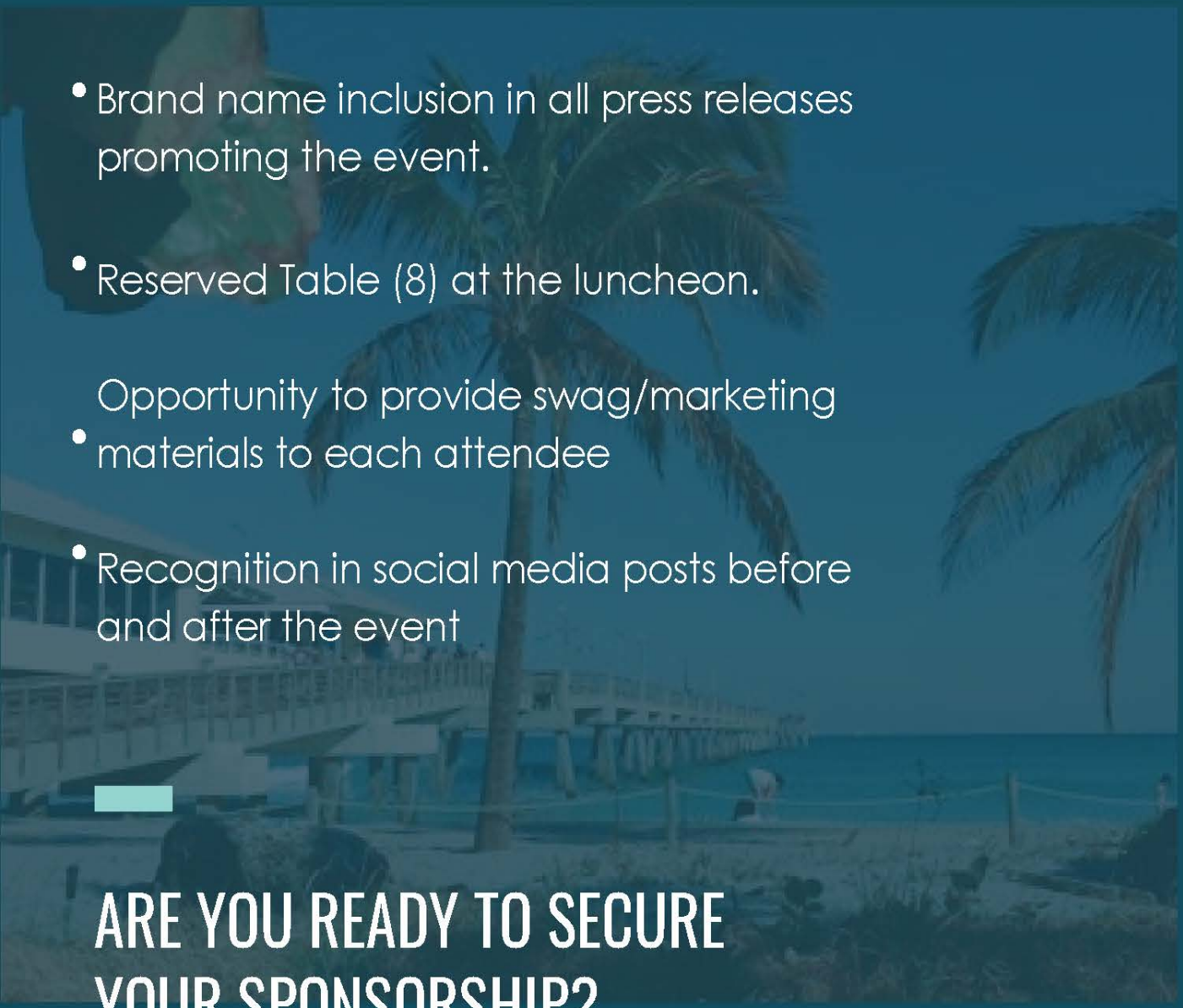
VISIT LAUDERDALE EVERYONE UNDER THE SUN

KRO photography BY KATHY & MIKE

SPONSORSHIP INVESTMENT - $2,000

SECURE YOUR SPONSRSHIP TODAY!

- Company name & logo prominently placed on all event promotional materials, e-mail promotions, event invitations.



- Brand name inclusion in all press releases promoting the event.
- Reserved Table (8) at the luncheon.
- Opportunity to provide swag/marketing materials to each attendee
- Recognition in social media posts before and after the event

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954-926-2323
OR EMAIL US AT
rshane@daniabeachchamber.org

EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, August 22, 2024

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Samantha Ellsworth 202 SW 4th Street Dania Beach, FL 33004 754-204-2163 spalacios111@hotmail.com	January 11, 2022	November 2020 through November 2024	Davis
Polly Jones Moseley 701 W. Dania Beach Boulevard Apt. 306 Dania Beach, FL 33004 954-534-0940 pollyfuentes@yahoo.com	September 13, 2023	November 2020 through November 2024	James
Patricia Silva pattycake33004@yahoo.com	December 13, 2022	November 2022 through November 2026	Ryan
		November 2022 through November 2026	Lewellen
		November 2020 through November 2024	Salvino
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, August 22, 2024

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Janet Giancarli 754-323-3800 janet.giancarli@browardschools.com			Ex-Officio Olsen Middle School
		March 2021 through November 2024	Ad-Hoc