



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JUNE 24, 2025 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
- B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

**DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:**

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

ADDENDUM NO. 2

*(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. Mr. Marty Kiar, Broward County Property Appraiser - *Sponsored by Commissioner Lewellen*
2. Presentation to Principal Tracy D. Jackson, Collins Elementary School - *Sponsored by Commissioner Rimoli*
3. Advisory Board Reports:
 - Green Advisory Board
 - Marine Advisory Board
4. Presentation of Resident Only Cemetery Burials - *Public Services*
5. Request for Proclamation Approval:
 - St. Ruth Missionary Baptist Church - 117th Anniversary - August 17, 2025 - *Sponsored by Mayor Davis*
 - Juneteenth Day - *Sponsored by Mayor Davis*
6. **Special Event Application:**
 - Rita Crockett Beach Sports Academy - Festival Event
 - **Lululemon Grand Opening Weekend**

4. PROCLAMATIONS: None

1. Juneteenth Day - *Sponsored by Mayor Davis*

5. ADMINISTRATIVE REPORTS

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

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior

to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (10) speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

8. CONSENT AGENDA

1. Minutes: June 10, 2025 City Commission Meeting Minutes
2. Travel Requests: None
3. Request for Use of Discretionary Funds:
 - I.T. Parker Center Rental Fees - *Sponsored by Mayor Davis*
4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO.'S 2018-031, 2018-043, AND 2025-023, RELATING TO THE CITY'S BRAND DESIGN AND LOGO, TO CLARIFY WHEN THE LOGO CAN BE USED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Davis)*

5. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A ONE-YEAR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING AGREEMENT (MOU) BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR THE FY 2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (JAG); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH METRIC ENGINEERING INC. FOR THE SOUTHEAST DRAINAGE PHASE II CONSTRUCTION, ENGINEERING, AND INSPECTION ("CEI") SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS ("RFQ") NO. 2025-008 IN THE AMOUNT OF NINE HUNDRED NINETY-THREE THOUSAND NINE-HUNDRED FIFTY DOLLARS (\$993,950.00); PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 3 TO THE CONTRACT FOR THE LIFT STATION GENERATORS PROJECT (LIFT STATIONS 1, 2 AND 3), TO COVER SCOPE CHANGES DUE TO REVISED ELECTRICAL PLANS IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$72,894.55); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING AND AMENDING THE FEE SCHEDULE UNDER THE MITIGATION FEE PROGRAM ASSOCIATED WITH THE MITIGATION OF TRAFFIC IMPACTS FOR THE AREA WITHIN THE DANIA BEACH REGIONAL ACTIVITY CENTER (“RAC”), DESIGNATED ON THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN, AS OUTLINED IN THE BROWARD COUNTY LONG RANGE TRANSPORTATION PLAN (“LRTP”); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A LICENSE AGREEMENT WITH SOUTH BROWARD HOSPITAL DISTRICT TO USE PARKING SPACES LOCATED IN THE CITY PARKING GARAGE UPON PAYMENT OF APPLICABLE FEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) UNDER THE LOCAL GOVERNMENT CYBERSECURITY PROGRAM; PROVIDING FOR CONFLICTS;

FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARDED FOR THE INVITATION TO BID (ITB) NO. 25-013 TO U.S. WATER SERVICES CORPORATION DBA ROCHA CONTROLS FOR CALIBRATIONS AND REPAIRS OF FLOW METERS AND RELATED DEVICES TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE, AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION'S APPROVED BUDGET APPROPRIATIONS ACCOUNT; IN AN AMOUNT OF SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION. NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO RANK THE THREE FIRMS THAT RESPONDED TO THE CITY'S REQUEST FOR QUALIFICATIONS ("RFQ") NO. 25-011, ENTITLED "CONSTRUCTION MANAGER AT RISK SERVICES", FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO NEW CONSTRUCTION AT P.J. MELI AQUATIC COMPLEX, AND TO AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH THE TOP-RANKED CONSULTANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None.

11. FIRST READING ORDINANCES

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

1. ORDINANCE NO. 2025-_____

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

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

2. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY’S PUBLIC ART FEE IMPOSED ON DEVELOPMENTS, BY AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE” AT SECTION 811-50, “APPLICATION PROCEDURES FOR PLACEMENT OF ART ON PRIVATE PROPERTY,” AND SECTION 811-70, ENTITLED “BUILDING PERMITS”; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

12. SECOND READING ORDINANCES: None

13. DISCUSSION AND POSSIBLE ACTION

1. Request to Attend the Annual Southeast Florida Climate Leadership Summit and Discussion on Sponsorship - *Sponsored by Mayor Davis - **MOVED TO JULY 8, 2025 CITY COMMISSION MEETING***
2. Discussion on Policy for Commission Presentations - *Sponsored by Mayor Davis - **MOVED TO JULY 8, 2025 CITY COMMISSION MEETING***
3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY COMMISSION SPENDING POLICY AND PROCEDURE FOR BUDGETED EVENTS OUTSIDE OF COMMUNITY GRANTS OR DISCRETIONARY FUNDS POLICIES TO ELIMINATE THE REQUIREMENT FOR REVIEW OF THE TAX RETURNS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Ryan)*

14. APPOINTMENTS: None

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus, Event Liaison, Parks and Recreation

SUBJECT: Special Event Request: Rita Crockett Beach Sports Academy

Request:

Rita Crockett Beach Sports Academy - Festival Event:

The Rita Crockett Beach Sports Academy has requested a special event application/permit to host the grand opening of the Rita Crockett Beach Sports Academy at Frost Park (300 NE 2nd Street, Dania Beach, FL 33004) on Saturday, June 28, 2025 from 9:00am - 3:30pm.

Background:

Rita Crockett Beach Sports Academy - Festival Event

The event will take place at Frost Park on Saturday, June 28, 2025 from 9:00am - 3:30pm. The grand opening event will provide an opportunity for community members of all ages to engage in complementary trial classes led by our experienced trainers. Attendees will also have the chance to observe live demonstrations of each sport, highlighting the skills and excitement inherent to beach athletics. In addition to the sporting activities, the event will feature a festival environment with vendors located in the grassy area, there will be a fashion show and a DJ, creating an engaging atmosphere for all. The grand opening will also foster community engagement through interactions with our trainers, who will share insights about the benefits of participating in beach sports for overall health and well-being.

Budgetary Impact

Rita Crockett Special Event Application/Permit Fee: \$300

Recommendation

Rita Crockett Beach Sports Academy - Festival Event

Department Review:	Comments:
BSO Fire:	Approved with conditions.
Building Official	Building permits required. (Electrical/Structural)
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues
Hr/ Risk Mgmt-	COI requested for vendors

Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues

CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

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

PART I: EVENT REQUEST

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

Event Name: Rita Crockett Beach Sports Academy The Pit Grand Opening

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

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

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

Location: Frost Park

Expected maximum attendance 400 Expected sustained attendance 100

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

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

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

The grand opening event will provide an opportunity for community members of all ages to engage in complimentary trial classes led by our experienced trainers. Attendees will also have the chance to observe live demonstrations of each sport, highlighting the skills and excitement inherent to beach athletics. In addition to the sporting activities, the event will feature a festival environment with vendors located in the grassy area, a stage will showcase a fashion show and a DJ, creating an engaging atmosphere for all. On day two, there will be live music, further enhancing the community celebration. The grand opening will also foster community engagement through interactions with our trainers, who will share insights about the benefits of participating in beach sports for overall health and well-being.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>6/27/2025</u>		<u>3:00</u> AM/PM X	<u>7:00</u> AM/PM X	<u>10</u>
EVENT DAY 1:	<u>6/28/2025</u>		<u>9:00</u> AM/PM X	<u>3:30</u> AM/PM X	<u>400</u>
EVENT DAY 2:	<u> </u>		<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 3:	<u> </u>		<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
BREAKDOWN:	<u>6/28/2025</u>		<u>3:30</u> AM/PM	<u>8:00</u> AM/PM	<u>10</u>

MCM

PART II: APPLICANT

Organization Name Rita Crockett Beach Sports Academy **Name of Authorized Signatory** Rita Buck-Crockett
For-Profit ☐ Non-Profit ☒ Private ☐ (as registered in Sunblz)

Address: 2925 Hidden Harbour st **City, State, Zip:** Fort Lauderdale, fl. 33312

Date of registration: 01/24/2024 **State registered in:** FL **Federal ID #** 99-1759972

Email Address: rita@ritacrockettacademy.com **Phone:** 954-300-6887

Event Coordinator Name Marrita Crockett-Moulton **Phone:** 319-594-7332

Business Development and Operations Director

Title: _____ **Phone:** 954-300-6887 **Cell:** 3195947332

Email address: marri@ritacrockettacademy.com **Fax:** NA

Additional Contact Name Rene Buck **Will you be on site?** ☒ Yes ☐ No

Title: Treasurer **Phone:** 954-300-6887 **Cell:** 850-321-3024

Email address: rene@ritacrockettacademy.com **Fax:** _____

Event Production Company (if other than applicant) NA

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 **Open to the public, with paid VIP area \$60;**
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.)

Licensed catering company- Swiggle Marketing Agency

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

Amusement Ride ☒ Yes ☐ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

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Electricity ☐ Yes ☐ No Generator ☒ Yes ☐ No Amount of Kilowatts _____

Events requiring electricity must be permitted.

Company: South Florida Bounce and Slide License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☒ Yes ☐ No

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

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

Playa Bowls

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 or 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.):

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

speakers, microphones

Stages Yes ☒ No Type (wood, metal, trailer stage, etc.) Community Center Back Patio

Stages may require permits.

Days and times music will be played: DJ, live music and MC June 28th 10-3:30

How close is the event to the nearest residence? 200 feet

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

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

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

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

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

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

Sanitation & Waste

Will the event encourage Recycling and Sustainability? X Yes No

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

Company Name _____ Contact _____ Phone _____

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

Security/Police X Yes No

Name Drew Snape Phone 786-5069793

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

Security Company In-Kind security detail Contact _____ Phone _____

Tents or Canopies X Yes No

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

Quantity and size of each? 30- 10X10. Requesting the use of the community center privately as part of the event

Company Name South Florida Bounce and Slide Contact Phone (561-245-7100)

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.

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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

MCM
5 of 7

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

Payment for Details can be made as follows:

Payment in person:

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

Payment by mail:

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

Payment online:

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

Please visit:

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

***FEES APPLY FOR ONLINE PAYMENTS**

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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



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

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

PART VI: SUBMISSION

Email application and plans to: dbspecialevents@daniabeachfl.gov

Site Plan must include the following with application:

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

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

Marrita Crockett-Moulton
Event Coordinator Signature

5/12/2025
Date

MCM





CITY OF DANIA BEACH

PARKS & RECREATION DEPARTMENT

MEMORANDUM

DATE: June 20, 2025

TO: Honorable Mayor and Commissioners

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

CC: Cassi Waren, Parks & Recreation Director

VIA: Ashley Vlastic, Division Manager Community Events; Tyrone Cornileus, Special Events Liaison

RE: Lululemon Grand Opening Weekend

Request

A Special Event is requested by Lululemon to host a series of workout classes on the lawn of Dania Pointe to promote the opening of their new location in Dania Beach. The classes will be held on Friday, June 27, Saturday, June 28 and Sunday, June 29 from 8:00 AM – 9:30 AM.

Background

The event will take place on the lawn at Dania Pointe on Friday, June 27; Saturday, June 28; and Sunday, June 29, from 8:00 AM to 9:30 AM each day.

This grand opening event will offer community members of all ages the opportunity to participate in complimentary trial classes. The planned schedule includes:

Friday: Mat Pilates class with Reform Pilates

Saturday: Yoga class with Yoga Joint

Sunday: Run club warm-up with Broward Run Club

Due to the late submission of this application, City staff is bringing it before the City Commission for approval to host the three-day event. However, please note that the event has not yet been approved by the Special Event Review Team.

If the application is approved by the City Commission, the applicant must address all comments and requirements from City staff before receiving final approval to move forward with the event.

Budgetary Impact

The special events application fee for this event is \$450.00.



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: Lululemon Grand Opening Weekend

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

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

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

Location: The Lawn at Dania Pointe, 150 Sunset Dr. Dania Beach, FL 33004

Expected maximum attendance 50 Expected sustained attendance 30-50
Has this event been held in the past? ☐ Yes ☒ No
If yes, please list the past dates, locations and attendance _____

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

6/27: Mat pilates class with re-form pilates, snacks from Pura Vida

6/28: yoga class with yoga joint, snacks from Playa Bowls

6/29: run club warm up & cool down with Edward Run Club, coffee from crema

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>6/27</u>	<u>Friday</u>	<u>730</u> <u>AM</u> /PM	<u>8</u> <u>AM</u> /PM	<u>6-10</u>
EVENT DAY 1:	<u>6/27</u>	<u>Friday</u>	<u>8</u> <u>AM</u> /PM	<u>930</u> <u>AM</u> /PM	<u>30-50</u>
EVENT DAY 2:	<u>6/28</u>	<u>Saturday</u>	<u>8</u> <u>AM</u> /PM	<u>930</u> <u>AM</u> /PM	<u>30-50</u>
EVENT DAY 3:	<u>6/29</u>	<u>Sunday</u>	<u>8</u> <u>AM</u> /PM	<u>930</u> <u>AM</u> /PM	<u>30-50</u>
BREAKDOWN:	<u>6/29</u>	<u>Sunday</u>	<u>930</u> <u>AM</u> /PM	<u>945</u> <u>AM</u> /PM	<u>6-10</u>

PART II: APPLICANT

Organization Name luu lemon ^{CT corporation}
(For-Profit) Non-Profit Private Name of Authorized Signatory System
(as registered in Sunbiz)

Address: 1200 S. Pine Island Rd. City, State, Zip: Plantation, FL 33324

Date of registration: 11/13/2006 State registered in: FL Federal ID # 15-3000494

Email Address: _____ Phone: _____

Event Coordinator Name Alexandria Cass Phone: _____

Title: Store Manager Phone: _____ Cell: 208-921-6929

Email address: Alexandriacass@luulemon.com Fax: _____

Additional Contact Name Brittany Hyland Will you be on site? ☒ Yes ☐ No

Title: Assistant Manager Phone: _____ Cell: 262-219-2644

Email address: bhyland@luulemon.com Fax: _____

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

Address: _____ City, State, Zip: _____

Contact Name: _____ Title: _____

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

Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

Please be advised that if an entity is sponsoring an event and/or is on City property, it is required to have present a certificate of insurance with a minimum amount of \$1M general liability and with the City listed as Additional Insured. There may be other or additional insurance requirements such as worker's compensation or auto insurance, etc., for example, depending upon the event details, and as determined by the City.

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.)

N/A
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: N/A

What type of rides are you planning? _____

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

Electricity ☐ Yes ☒ No **Generator** ☐ Yes ☒ No **Amount of Kilowatts** _____

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☐ Yes ☒ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☒ Yes ☐ No

Food Trucks ☐ Yes ☒ No

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

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

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

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

N/A Electric Grill(s) # ☐ Gas Grill(s) # ☐ Charcoal Grill(s) # ☐ Smoker Grill(s) # ☐
Grease Fryer(s) # ☐ Oven(s) # ☐ Electric Range Burner(s) # ☐ Gas Range Burner(s) # ☐

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

5. All vendors that are cooking must have the proper fire extinguisher to extinguish their product.

Music ☐ Yes ☒ No

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

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

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

Days and times music will be played: _____

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

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

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

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

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

Sanitation & Waste

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

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

Company Name Kimco Realty Contact Emily Wirley Phone 954-892-9029
All grounds must be cleaned up **immediately** after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police ☐ Yes ☒ No

Name _____ Phone _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☐ Yes ☒ No

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

Quantity and size of each? 2 tents 120" w x 120" d x 124.5" h

Company Name Musemon / Kimco Realty Contact Emily Wirley Phone 954-892-9029
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

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.

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 (3 hour minimum). In addition, an administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be \$84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to the City of Dania Beach by means of *cash advance or a cashier's check*. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker's Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. 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.

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: specialeventapplication@daniabeachfl.gov

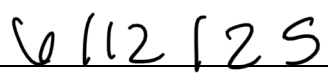
Site Plan must include the following with application:

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.

Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004



Event Coordinator Signature

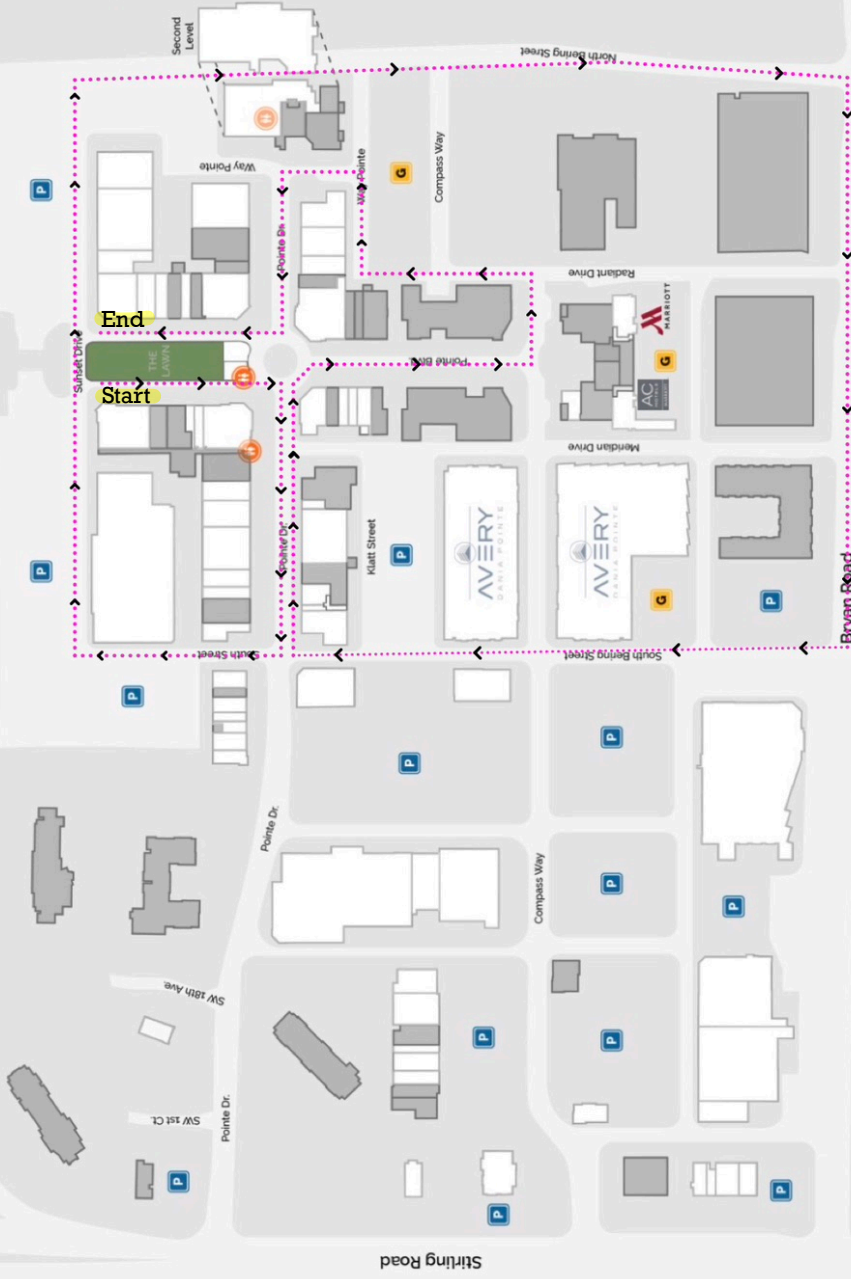


Date

From Miami
International Airport

From Fort Lauderdale-Hollywood
International Airport

Interstate 95



From Beaches

From Port Everglades



To: Alexandria Cass

From: Emily Wirley

Re: Landlord Consent

Date: June 16, 2025

We have reviewed the site plan and details of traffic flow and crowd control setup for the "Lululemon Grand Opening Weekend" on June 27 - 29, 2025.

All guidelines for City and County ordinances must be adhered to throughout the event.

With these stipulations, and those of the security team at Dania Pointe, the landlord (Dania Live 1748 II, LLC) grants permissions for the "Lululemon Grand Opening Weekend."

A handwritten signature in black ink that reads "Emily Wirley". The script is fluid and cursive.

Emily Wirley (Authorized Agent)
Senior Marketing Manager, Dania Pointe

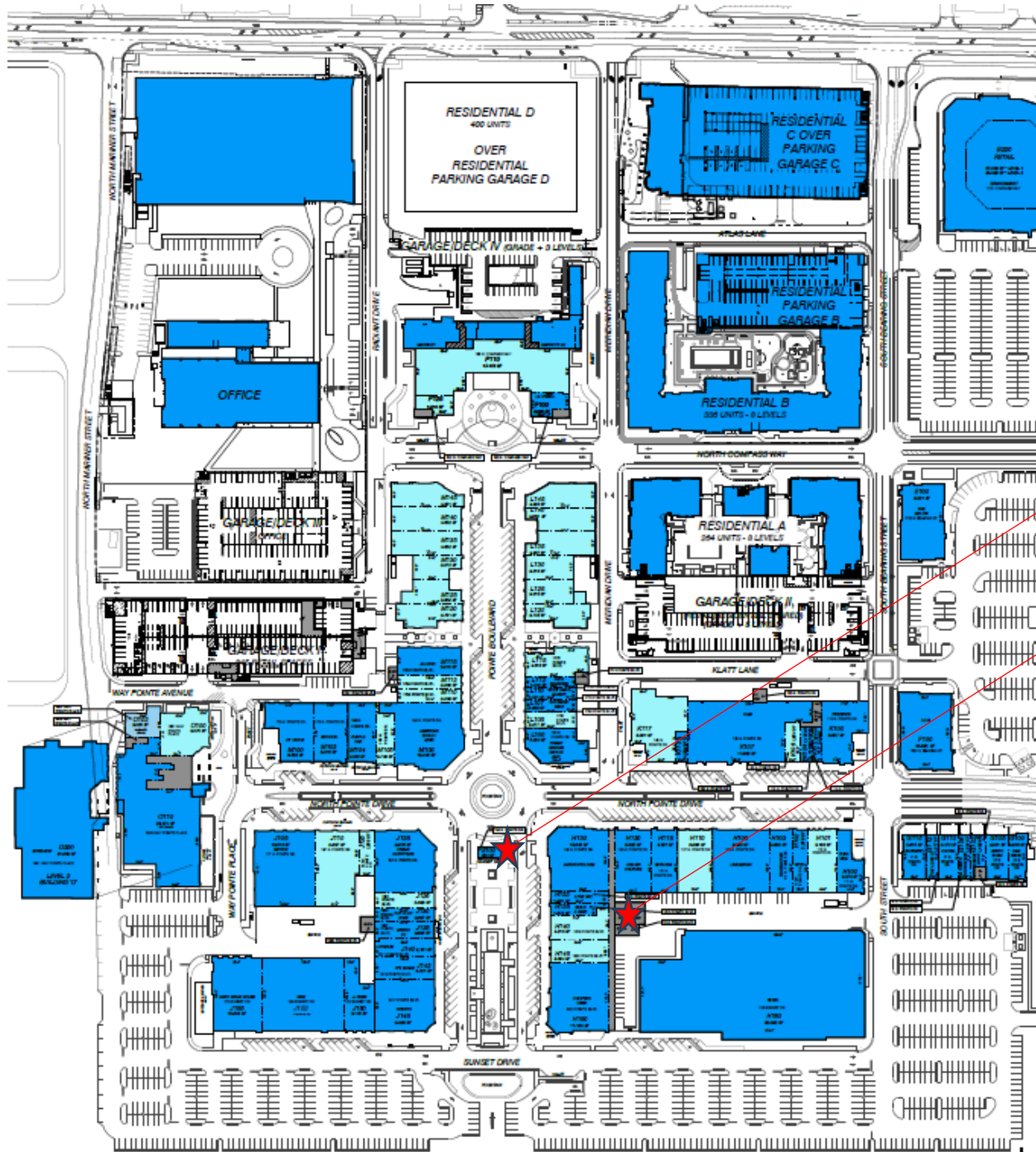
Cc: Josh Levine, General Manager

lululemon Opening Weekend Workouts – June 27th-29th 8am-9am

 Tenant Tents

All tents will be
minimum 3'
apart





Restrooms by Haagen-Dazs

Restrooms by Anthropologie



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: June 24, 2025

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

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

Subject: Manager's Report

This legislative session in Tallahassee was extremely challenging. I would have to go back to 2008/2009 when I experienced a similar type of challenge. Our efforts, reputation, city match/shovel ready projects and our relationships with House Speaker Perez, Senator Pizzo and House Representative Cassel yielded another solid year in State Funding in excess of \$1 million dollars. Thank you to Mayor Davis, and Commissioner Rimoli for our joint advocacy in Tallahassee and to the rest of our City Commission Vice Mayor Salvino, and Commissioners Lewellen and Ryan for continuing to advocate for City funding as well.

The below appropriations do not include possible additional funding from the FRDAP grant. The last step in this funding process is the Governor's signature. I will keep you updated if anything changes. My heartfelt gratitude to the Book Team, Rana, Ron and Kelly.

Project		Final Funding
Dania Beach NW 2nd Street Drainage Improvements (SF 1456, HF 3590) Requested: \$835,000 Match: 50% Sponsors: Senator Pizzo, Representative Cassel		\$835,000
Dania Beach NW / SW 1st Avenue Water Main Replacement (SF 1455, HF 3591) Requested: \$350,000 Match: 50% Sponsors: Senator Pizzo, Representative Cassel		\$175,000

We are at the final stage of moving forward with the service sign monument design. This will be a first for our City and a way to honor our amazing service clubs and prominently display the clubs in our City so both residents and visitors are aware. A slight adjustment in the column design (smooth concrete versus brick) was recommended by Community Development to ensure

compatibility with City Hall / Library design where sign will be located on West Dania Beach Boulevard, by City Hall. We look forward to the installation and unveiling event this September.

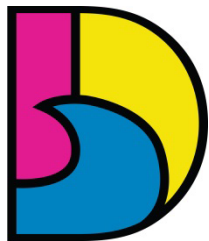
Our proactive efforts continue to be a priority for us as our goal is to always lead the way by enhancing our plans and pivoting as necessary. Kudos and much gratitude to Chief Pellecer, Deputy City Manager Sosa-Cruz, and our Department Directors, together they worked on and submitted to me the draft Comprehensive Emergency Management Plan for 2025. As of June 1st, this is our official document that serves as our playbook for Hurricane season. Due to the sensitive nature of the document, we will submit to you for your perusal versus including in this report.

On Monday, June 16th, Deputy City Manager Sosa-Cruz and I met with the senior executives from RMA to ensure we are all on the same page and that their presentation to you at the CRA board meeting in July is aligned with ensuring your priorities are not just met but that we exceed them. Our goal is to go from good to great as status quo has never been who we want to be. Economic Development via recruitment of new business, enhancing and growing existing businesses, the revitalization of the US1 and Dania Beach Boulevard corridors and ensuring The Patch becomes the best version of itself (maximizing resident use and enjoyment were some of the areas of discussion). We look forward to an introductory presentation in July and a comprehensive and succinct game plan recommendation from RMA at the August CRA meeting.

Our first CORE Conversations meeting of the year occurred on Thursday, June 12th, at Frost Park. Our senior team and elected officials were present and were able to engage with our residents and for many of us, we got to meet new residents as well who had never participated and were very happy to be able to share their thoughts and concerns as well as compliment our City Team. To hear residents excited about our progress and speak on the importance of beautification and investment in our community was very rewarding. The SE Drainage Project (more expansion), the Olsen Park project and the PJ Meli Park project were topics of discussion. Bottom line, our residents want more investment in storm drainage and parks and continued public safety measures. Our next CORE Conversation community gathering will take place on Thursday, July 10th at 5:30 p.m., at the SW Community Center at 230 SW 12th Avenue.

On Tuesday, June 17th, CFO Guzman and I met, and I am pleased to announce we have a proposed balanced budget that we are finalizing to present to you at the July 8th, meeting where we will also be setting our millage rate.

There are key projects citywide at different stages, see the details included herein as part of my managers' report. I do want to highlight and mention a couple as they are a priority for our community and our City Commission. The bid opening for the Women's Club Historic Restoration is June 20th and mobilization/ initiation of construction is anticipated by September. The SW 34th Court drainage project is expected to commence in August with substantial completion by end of calendar year. The RFQ for the design services of Chester Byrd Park closed June 6th and the procurement team is currently going through the bids. The Bill Harris Linear Park project is complete and back open where the public is enjoying all the new amenities. All City Teams are running on all cylinders with investments in infrastructure and programs throughout our entire City.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: June 24, 2025

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

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

FROM: Eleanor Norena, CFM, Community Development Director *Eleanor Norena, CFM*

RE: Manager's Monthly Report – May 2025 – Community Development Department

The following is a summary of Community Development Department activity during the month of May 2025.

Community Development Special Projects:

Resiliency Plan: The City Commission approved staff to enter negotiations with Chen Moore on April 22, 2025. Staff is currently identifying a scope of this project and will bring a contract for approval to the City Commission this summer.

Building Division:

The Building Department reviewed and issued 224 building permits and conducted 1,362 inspections. The Department issued four Certificates of Occupancy (one commercial and three residential) for the month of May 2025.

Planning and Zoning Division:

SP-035-22 KINGHEAD SITE PLAN: This site plan request is for a new 14-story, 216-unit multifamily development. The project is currently being reviewed by DRC

SP-043-24 BRAHA DANIA SITE PLAN: This submittal is for 336 hotel rooms, 18 townhomes to develop a mixed-use development including 9,170 square feet of retail. This project is currently being reviewed by DRC.

SP-042-20MOD AMO SITE PLAN MOD: This site plan modification is to add a training tower and canopy to the site. The project is currently being reviewed by DRC.

SP-012-25 PRESERVE AT DANIA BEACH: This site plan request is for the construction of a new 46-townhome community. The project is currently being reviewed by DRC

PL-013-25 PRESERVE AT DANIA BEACH: This plat is for the creation of a new 46-townhome community. The project is currently being reviewed by DRC.

TX-044-24: Text Amendment to the East Dania Beach Boulevard Mixed-Use (EDBB-MU) zoning district to allow the CitiBank parcel greater building height, consistent with the district was presented to the Planning and Zoning Board in April and first reading at the May 13th City Commission meeting where it was approval.

TX-048-24: Text Amendment creating a new zoning district entitled Gateway Mixed-Use II (GTWY-MU II) to allow greater building height and density was presented to the Planning and Zoning Board in March and first reading at the May 13th City Commission meeting where it was conditionally approved.

Miscellaneous Zoning Activities:

The Zoning Division processed 34 new Certificates of Use applications for new businesses in the City for the month of May 2025.

The Zoning Division processed, inspected, and approved zero (0) new Vacation Rental Certificate and issued zero (0) renewals of existing operating Vacation Rentals for the month of May.

Code Compliance Division:

The Code Compliance team oversees the Downtown city center, concentrating on addressing issues such as graffiti, illegal signage and the upkeep of properties to maintain the area's aesthetic appeal and ensure community standards are upheld.

This month, a total of 88 complaints were submitted through the City's Ask Dania Beach App and promptly inspected by our code enforcement staff.

The unit has designated a dedicated code enforcement officer to manage all vacation rental inspections and complaints, thereby allowing zone officers to focus more effectively in their assigned areas

The Code Compliance staff collaborate with Public Services to address bulk trash and nuisance issues throughout the city. This month, a total of 56 bulk notices were issued.

Please find the vacation rental complaint details outlined below:

Date of Complaint	Address	Description	Code Officer Assigned	Resolution
5/1/2025	4633 SW 28 Ave	Listed as Airbnb. Contractors are using as a base of operation and parking a large trailer in the yard w/large old air conditioning units	M. Shahryar	Property was cited for the following: No certificate of use, no business tax receipt, advertising for fewer than 5 days. Advertising for

				too many bedrooms
5/7/2025	4740 SW 43 Ave	Trailer parked out front blocking the right of way w/about 20 bikes on it.	R. Ali	Complaint unfounded.

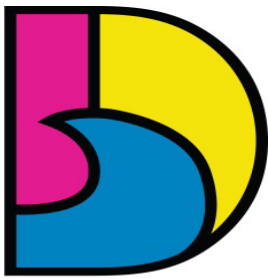
Please find the noise complaint details outlined below:

Date of Complaint	Address	Description	Code Officer Assigned	Resolution
5/5/2025	151 NE 1 St	Dog barking non-stop	A. Westberry	Complaint unfounded; advised to contact BSO if occurring after 6pm.
5/12/2025	151 NE 1 St	Music coming through the walls	A. Westberry	Complaint unfounded; advised to BSO if occurring after 6pm.
5/13/2025	4651 SW 42 Ter	Pitbull barking outside waking them up	R. Ali	Complaint unfounded; advised to contact BSO since barking is occurring after 6pm.
5/16/2025	120 N Compass Way	People keeping dogs on balcony and are barking at each other.	L. Nibbs	Complaint unfounded. Spoke with the complainant who advised the dogs are barking between 5-6am. Advised to contact BSO for assistance.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported one violation at the beach in the Ask Dania Beach App including safety issues, and aesthetics.

- Staff continue 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. 594 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers monitor the beach lot for capacity on weekends and holidays. Staff directs traffic in the beach lot to keep the traffic flowing for safety.
- The FAU parking lot is being monitored by the Beach Rangers on weekends and holidays for valet parking, City staff parking, FAU student parking, and Lucky Fish / Quarter Deck employee parking.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.



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CITY OF DANIA BEACH

HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: June 16, 2025

TO: Ana M. Garcia, ICMA-CM, 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 last month's Human Resources and Risk Management activities.

Posted (8)

- Administrative Specialist II
- Office Manager
- Equipment Operator I (BEAM)
- Service Worker II
- Equipment Operator I (BEACH)
- Assistant Project Manager
- Beach Lifeguard PT
- Beach Lifeguard OC

Interview/Offer Process (8)

- Beach Ranger PT (2)
- Recreation Assistant (2)
- Administrative Assistant
- Lifeguard PT

Background Process (2)

- Beach Lifeguard OC
- Equipment Operator II (Stormwater)

Recent Hires/Status Changes (18)

- Lifeguard (OC)
- Lead Beach Maintenance Worker (Internal)
- Technician, Utility Customer Service
- Beach Ranger
- Summer Camp Supervisors (2)
- Summer Camp Counselors (7)
- Interns (3)
- Deputy Director, Finance
- Lead Water Treatment Plant Operator (Internal)

We have successfully completed our 2025 Summer hiring, and nine (9) summer camp positions were filled and attended New Hire Orientation on May 31. We collaborated with the Parks and Recreation team, to ensure a smooth and well-coordinated start to the Summer season. We remain focused on enhancing our recruitment strategies to attract high-quality applicants and improve the overall effectiveness of our hiring process.

Training and Development

On May 29, we completed the 2nd Onboarding and Call back sessions for our newly hired team members and tenured employees who had not attended an onboarding session. We had a full class, engaging conversations and extremely good feedback.

On June 12, David Alba facilitated the mandatory Advanced Customer Service and De-escalation techniques for all new hires.

Risk Management, Wellness and Safety

We recently completed a draft comprehensive Insurance Requirements and Contracts Procedures Manual that is in the approval process. This manual will assist all Departments with insurance requirements for new contracts.

The City's property insurance schedules were sent to all departments for review to ensure all property owned by Dania Beach is included in the property schedule, inland marine schedule or the automobile schedule. The schedules will be submitted to the insurance broker, Brown and Brown, to get premium quotes for our October 1, property insurance renewal.

We are working with the IT staff to develop a software program to interface with the Florida Drivers' License and Motor Vehicle Record Data Exchange. This will allow authorized Dania Beach employees to access driver license information electronically and produce reports to ensure all employee drivers licenses are valid.

The Risk Manager attended the Employee Benefits Review presentation for the renewal of employee benefits for the upcoming fiscal year.

We are preparing for our upcoming quarterly Safety and Wellness Committee meeting on June 26.

Compensation and Benefits

Our health insurance renewal has been submitted and is scheduled to go before the Commission at the July 8 meeting. This will be the first rate increase in six years; however, it is important to highlight that the proposed medical rates remain **below** the levels from the 2019/2020 plan year.

Key highlights of the proposal include:

- **Total increase of 17.2%** across both medical and dental plans.
- A change from a **three-tier to a four-tier structure** for dental and vision coverage, allowing for a more equitable cost distribution among the following groups:
 - Employee (EE)

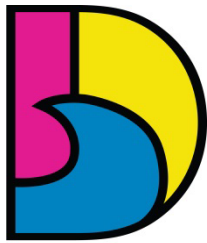
- Employee + Spouse (ES)
 - Employee + Child(ren) (EC)
 - Employee + Family (EF)
- Cost impact will vary:
 - **Medical:** coverage for children may cost **less**
 - **Dental:** coverage for children may cost **more**
- **Headspace** is being discontinued due to low utilization and will be replaced with another benefit
- **BeyondMed** will be introduced as a new discount services platform offering 20–40% savings on services such as dermatology, hair restoration, med spa treatments, plastic surgery, surgical vision correction, and weight loss programs.

Our 4th Thriving Thursday, held on May 22, was a tremendous success with all appointments fully booked. This session featured our original offerings, foot and chair massages, acupuncture, and smoothies—all of which were well received. We're also excited to welcome back OnSpot Dermatology for our upcoming June event.

The plan changes to move from 50th and 70th percentiles in compensation, supports our strategic goal to attract and retain top talent and solidify our position as an employer of choice. Now that AFSCME and the Commission have ratified the Collective Bargaining Agreement (CBA) for the 2025-2028. We are preparing to continue rolling out the pay plan changes for our non-union employees.

Continuous Improvement Projects

We are continuing our weekly meetings with the JDXpert project team on our website design and functionality job description layout.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 16, 2025

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

FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates Project updates

Project Updates:

- CW Thomas Park – The CW Thomas Park project has had some exciting updates over the last month. Plumping, electrical, HVAC installation is ongoing. The installation of the exterior glass curtain wall is complete. Insulation and drywall have started to be hung. The pool building shell is almost complete and the pool concrete has been poured. The playground installation is complete minus the turf, curbing and shade sails which will happen later in the project.



CW Thomas Park



CW Thomas Park



- Olsen Middle School – Design is ongoing. Architectural and engineered drawings and equipment selections for phase 1, the field/court/dog park portion of the park, are ongoing.
- Chester Byrd Park – The RFQ for the design services closes June 6th. Procurement is going through the bids received.
- PJ Meli Park – Bermello Ajamil is working on the design of the park. Staff will be bringing the ranking for the Construction Manager at Risk the end of June/beginning of July.
- William “Bill” Harris Linear Park Exercise Equipment – The equipment at Linear Park is complete and the park is back open to the public.
- Frost Park Pickleball Sports Court Conversions – This item is out to bid and closes July 10th to convert some existing sports courts to 5-6 pickleball courts and refinishing the remaining courts.

Staff is partnering with the MLK Renaissance Committee to hold the annual Juneteenth event on Saturday, June 21st at Frost Park.

Ocean Rescue Report:

- Rescues – 0
- Medical – 5
- Law Enforcement Calls – 4
- Missing Person – 0
- Wildlife or Domestic Rescue – 3

Summer Camps kicked off June 9th at CW Thomas Park, Frost Park and PJ Meli Park. All three sites are sold out and the kids and staff are having a great start to the summer. Along with Jr. Lifeguards Camp! Teen Camp sold out for all four weeks and begins July 9th.

Registration for the 2025 – 2026 Rising Stars After School program is open for CW Thomas and PJ Meli Park. Frost Parks Rising Star program is sold out.

Frost Park held its first ever Father's Day event, called Bowling with Dad that was a huge success with 52 participants.



Our Recreation programs continue to grow in interest with additional participants.



Ongoing programs:

- Summer Camp 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
- Checkmate Academy at CW Thomas Park
- Adult Game Club at CW Thomas Park
- Domino Club at CW Thomas Park
- YAC at PJ Meli Aquatic Complex
- Tot Time at PJ Meli Park

- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Sweet Creations at PJ Meli Park
- Waterpolo at PJ Meli Park
- Social Seniors at PJ Meli Park
- Kreation Station at Frost Park
- Sew Kreative at Frost Park

Athletic Programs (ongoing/upcoming):

- Football/Cheer at Frost Park
- Adult Kickball at PJ Meli Park
- Lil Sluggers at PJ Meli Park
- Basketball Clinic June 2nd – July 14th
- Jr. Youth Sports Clinic – June 2nd – July 14th



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

DATE: June 16, 2025
TO: Ana M. Garcia, ICMA-CM, City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

The City's website, social media channels, digital signage, and Cable TV Channel 78 continue to be updated with relevant, timely, and important information. Media support has been provided to all City departments for their projects. Below are the activities completed from mid-May to mid-June 2025:

Projects

Design & Print Materials: Completed Ledger design and printing with Finance. Developed promotional materials for Take Your Dog to Work Day, CORE Conversations, Juneteenth, 5K Walking Club time change, Back-to-School Beach Clean-Up, Smart Meter Workshop, and See Something, Say Something (internal flyer). Additional items included the "No Smoking" park signs, pier bathroom sign, P.J. Meli Park directional sign at Griffin, parks facility guide poster, and Tom Ansbro tree planting invitation. Continued design work on the Budget Book.

Event Coordination & Coverage: Attended the State of the City walk-through and EOC meeting. Supported CORE Conversations with promotions, hand-out materials, photos, sign-in sheets and posts. Scheduled and promoted Safety Saturdays (Opioid and CPR classes), Flag Day, and Juneteenth events and holiday messaging.

Digital Communications & Website: Continued website content review and migration prep. Reviewed new website design concepts. Posted updates for the Airport Runway Closure, Lift Station Replacement Project, 34th Terrace Improvements, Solid Waste Public Meeting, Smart Meter Workshop, and Irrigation Rebate Program, new time for 5K Walking Club, Father's Day event, recreational programs for adults.

Community Engagement & Social Media: Launched the City's Nextdoor account, featuring hurricane prep content and CORE promotions. Created and shared posts for Memorial Day, Mother's Day, Father's Day, Juneteenth, 5K Walking Club, Smart Meter Workshop, Bill Harris Park equipment update, and the CRA/PATCH Coconut Celebration. Also developed the internal See Something, Say Something campaign materials.

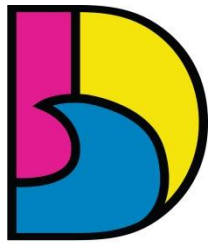
Photography & Visual Content: Captured photos of Finance and Code Compliance staff, CORE Conversations and Business in Focus magazine article. Video productions for 5K Walking Club, new Smart Meter initiative and various recreational programs

Awards & Professional Development: Submitted Savvy Award entries for Dania After Dark, and the 120th anniversary commemorative beer. Edited HR Award Application. Nannette attended the Government Social Media Conference.

Department Support & Training: Held a Canva training for Parks and Recreation, including ADA messaging. Processed business card requests and a new position requisition for HR. Completed procurement process for social media management software. Onboarded a new intern.

Analytics

- Email campaigns: Emails sent: 8,280; Open rate: 60% Click rate: 3%
- Facebook: Reach, 54K; Post impressions, 89K; New followers, 137; Followers, 11,064; Post engagement rate, 6.72%
- Instagram: Profile impressions, 25K; Reach, 20,217; New Followers, 338; Followers, 10,884; Post engagement rate, 4.87%
- X: Followers, 2,945; Post impressions, 852; Post engagement rate, 2.75%
- YouTube: Channel views, 803; Subscribers, 628
- LinkedIn: Followers, 1,495; New Followers, 33; Page views, 217
- Everbridge: Community subscribers: 5,489; Alert Dania Beach subscribers: 233; Dania Events subscribers: 146
- Designs Created: 115



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 24, 2024

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

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

FROM: Sean Schutten, Public Services Deputy Director

CC: Fernando J. Rodriguez, Public Services Director

RE: PUBLIC SERVICES DEPARTMENT ACTIVITIES – May 27 to June 24, 2025

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

Departmental Staffing – Administration – The following positions are expected to be filled by early June: Administrative Assistant, Equipment Operator 2, and Water Plant Lead Operator. The Assistant Project Manager position interviews will commence the final two weeks of June.

Women's Club Historic Restoration – Bid opening for the project is June 20th. Mobilization is anticipated by September 2025.

SW 34th Court Drainage Project - Work is expected to start by August, with substantial completion by the end of the year.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of the park will replace the restrooms adjacent to the sand. The site plan is on target to be submitted to Community Development in early July. Bidding and start of construction expected in the first quarter of 2026.

SE Drainage Project – The project's Phase I construction continues with swale regrading. The pump station installation is scheduled for July. For Phase 2, Ric-Man Construction was awarded the bid on June 10th. Approval of the Phase 2 CEI is expected during Commission on June 24th. Mobilization and construction for Phase 2 is anticipated to begin by September 2025.

Lift Station 1/2/3 – The contractor, DMSI, has completed soil borings and continues to procure materials. Mobilization is scheduled for August 2025 with completion of the three lift stations by December 2026. Modifications to electrical service distribution is required and pending CO review.



**RE: APPROVAL TO EXECUTE THE 2025 AMENDED AND
RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL
AGREEMENT**

Lift Station 12 – The contractor, Southern Underground, has nearly completed the submittal phase and mobilization is expected in July with completion in August 2026.

GRANTS

House Appropriations Committee – Community Project Funding – Public Services submitted two (2) projects for Federal funding from the House Appropriations Committee. The first is for the rehabilitation of Lift Station No. 12 in the amount of \$1,000,000. The second is for the Ocean Park Restroom facility in the amount of \$1,000,000.

FDOT – NW 1st Street Streetscape Beautification – The City has moved to design phase with Kimley Horn. FDOT, the grant administrator, and the City have monthly progress meetings scheduled through design phase. CEI services are expected to be advertised in Q3 2025.

State Appropriations Grant Funding (FY 2026) – Grant applications were submitted the Florida House of Representatives and the Florida Senate in February 2025. The City was awarded \$835,000 for NW 2nd Street Drainage Improvements and \$175,000 for NW/SW 1st Street Water Main Replacements. Funding is awaiting Governor's action.



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

DATE: June 13, 2025

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

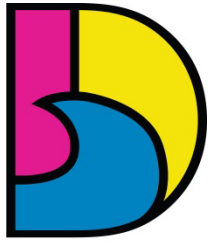
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the May 21, 2025 through June 17, 2025, 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 05/20/2025. Project to be completed by December 31, 2026
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 06/17/2025.
- Movement of Washer/Dryer at FS1 work in progress Final Inspection scheduled for 06/16/25
- Fire Truck (Quint 17 FRES2265) our ladder truck is being refurbished at Georgia Ten8 facility. Expected completion December 2025, to be back in service January 2026.
- Fire Safety Inspections station 1 and 17
- Completed CASS Reaccreditation visits at Fire Station 1 and 17 on June 2-3, 2025, with accessors recommendation for being Reaccredited for next three years
- City Emergency Plan initial meeting with Operations and City Team Directors.



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

- City Emergency Plan Finalized to be Sent to all Department posted on City Intranet.
- Statewide Emergency Management Meeting with FDEM
- Cardiac Monitor Annual Zoll Maintenance on all Units
-

Training during this period –

- Coffee Break / Kitchen Table talk with crews at Fire Station 1 and 17
- Company training – Professional Development
- Pre-Fire plans by Station 1 and 17
- Hydrant Maintenance Station 1 and 17
- Fire Chiefs Emergency Management Subcommittee meeting - Tamarac
- New Hire Onboarding Dania Beach

Fire Rescue Unit Training

- EMS based training all personnel – Whole Blood Training
- Driver awareness training for all personnel - Obstacle
- Helicopter Landing Zone training



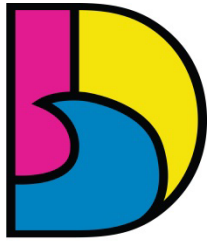
CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO) EXTERNAL MEMORANDUM

Community Outreach & Life Safety Educator March 2025 Activities

Date	Event	Attendance	Age	
5/2/2025	Child Passenger Safety Event Coordination	8	Adult (18+)	LSE DW
5/6/2025	Stop The Bleed Training (Dania Beach City Hall)	30	Adult (18+)	LSE DW
5/8/2025	Heat Stroke Awareness (Dania Beach City Hall)	40	Adult (18+)	LSE DW
5/15/2025	Heat Stress in the Workplace (Nautical Ventures)	45	Adult (18+)	LSE DW
5/20/2025	Hurricane Preparedness (Nautical Ventures)	45	Adult (18+)	LSE DW
5/24/2025	Fall Prevention (C.W. Thomas)	7	55+	LSE DW
5/31/2025	Opioid Awareness Training (Dania Beach City Hall)		Varied	LSE DW, FL DOH
	Total:	175		

05/2025 Car Seat Checks 02 Adult

	Continued Education & Community Collaboration
5/1/2025	BLS Instructor Certification Course
5/6/2025	FIABC Quaterly Meeting
5/7/2025	National Child Passenger Seat Technican Course Meeting
5/14/2025	Youth Firesetter Prevention and Intervention Workshop
5/16/2025	Child Passenger Safety Technician Proxy Meeting
5/21/2025	National Child Passenger Certification Training
5/22/2025	National Child Passenger Certification Training
5/28/2025	Dan Marino Foundation Meeting
5/29/2025	Regional Neighbor Support Team & Citizens on Patrol Meeting



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

Fire Marshal

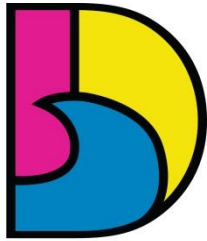
May 2025 Activities

	Dania Beach
Plans Reviewed	79
Annuals	189
BTRs	17
No Access	46
Vacant	20
Complaint	4
1st Reinspection	7
2nd Reinspection	1
3rd (or more) Reinspection	1
Permit Inspections	35
Total Inspections	285
FY Annuals % Complete	62.0%

Fires

May 2025

Alarm Date Incident Number District Location City Location Street Address Location Apartme
05/09/2025 5:53 PM FDN25050900002905 01M Dania Beach 125 Southwest 5TH Court 2
05/30/2025 4:32 AM FDN25053000003378 01J Dania Beach 215 Southeast 2ND Street N\A



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

MEMORANDUM

DATE: June 13th, 2025

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 – May/June 2025

Below are the monthly crime reports for part 1 crimes from 5/18/2025 to 6/11/2025:

	BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 5/18/2025 - 6/11/2025									
Row Labels	0201	0202	0203	0204	0205	0206	0207	0208	0240	Grand Total
AGGRAVATED ASSAULT	3	1		3				1		8
AGGRAVATED BATTERY						2	2			4
AUTO THEFT	2				1	2	1		3	9
AUTO THEFT - MOTORCYCLE				1			1			2
BURGLARY BUILDING/STRUCTURE	1	1			1	2				5
BURGLARY BUSINESS	1							1		2
BURGLARY CONVEYANCE	2	1	2			2	2		1	10
BURGLARY RESIDENCE	1	2		1			1			5
ROBBERY	1	1	2				1			5
SEXUAL BATTERY	2						1			3
THEFT - ALL OTHER	4	3	2			3		3	2	17
THEFT - BICYCLE	1	1	1							3
THEFT - MOTOR VEHICLE PARTS				1		1				2
THEFT - RETAIL / SHOPLIFTING	1	4	7	1	3	1			7	24
THEFT FROM BUILDING						1			1	2
Grand Total	19	14	14	7	5	14	9	5	14	101

Monthly Crime Report

101 Incidents

- ♦ All Other Values (5)

A AGGRAVATED ASSAULT (8)

B AGGRAVATED BATTERY (4)

A AUTO THEFT (9)

M AUTO THEFT - MOTORCYCLE (2)

B BURGLARY BUSINESS (2)

C BURGLARY CONVEYANCE (10)

R BURGLARY RESIDENCE (5)

R ROBBERY (5)

B SEXUAL BATTERY (3)

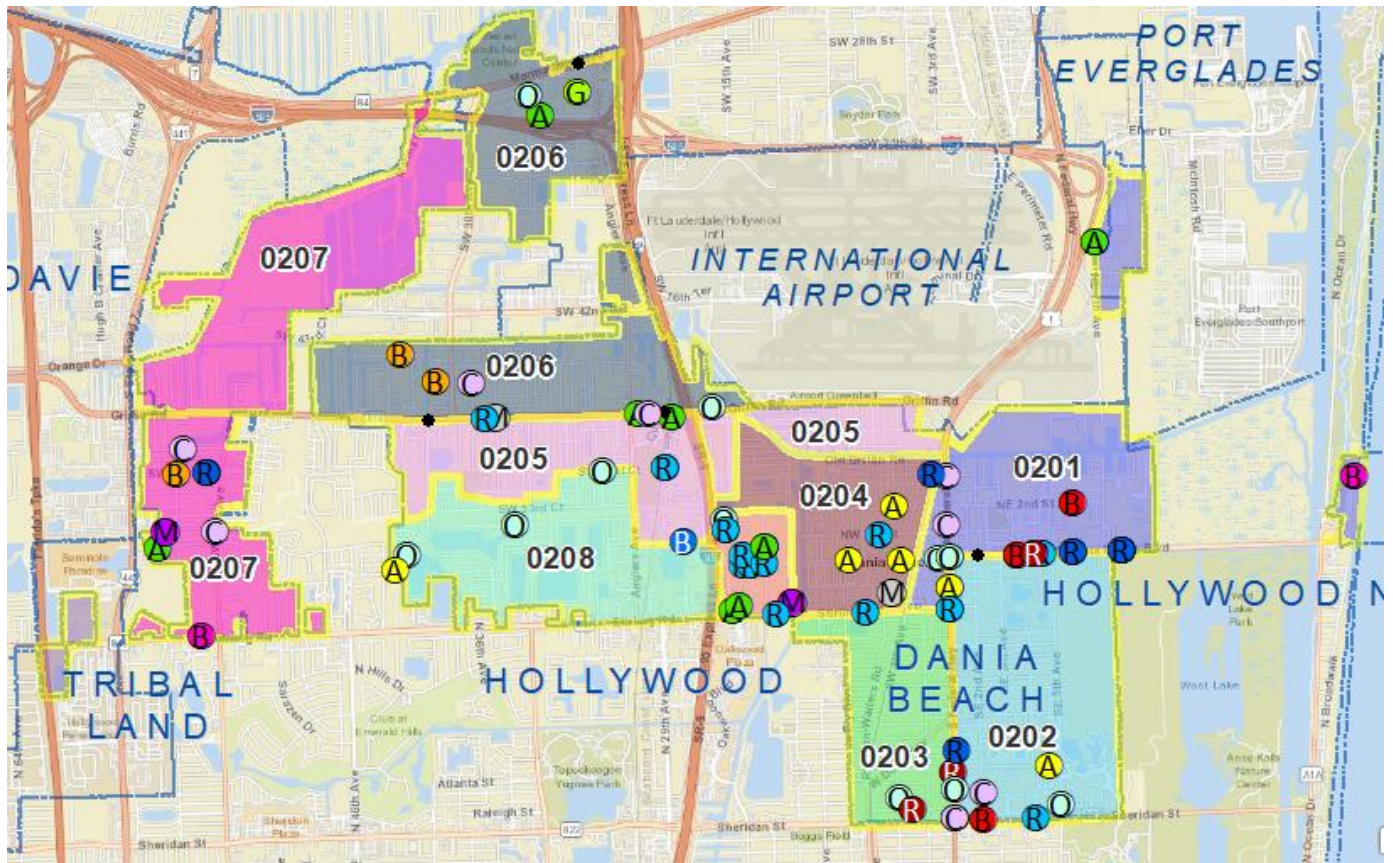
O THEFT - ALL OTHER (17)

R THEFT - BICYCLE (3)

M THEFT - MOTOR VEHICLE PARTS (2)

R THEFT - RETAIL / SHOPLIFTING (24)

G THEFT FROM BUILDING (2)



Notable Increases/Decreases

When compared to the previous report:

- The frequency of all part 1 crimes decreased over the past four weeks. In total, part 1 crimes **decreased by 13.5%**
- Auto thefts **decreased by 31%**
- Burglaries **decreased by 37.5%**
- Robberies **decreased by 21.8%**
- Theft incidents **decreased by 3%**

Total Arrests

5/18/2025 – 6/11/2025
123

- 97 arrests made by Road Patrol
- 9 arrests made by the Crime Suppression Team
- 17 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- The victim was battered in their vehicle after a road rage incident. The suspect was taken into custody and charged accordingly.
- A suspect was arrested after burglarizing a resident's home.
- Multiple charges were filed against two suspects that stole from Bass Pro Shops, including theft and dealing in stolen property.
- Several suspects were arrested after stealing various items from Walmart, 7-Eleven, and Ulta.
- Numerous charges were filed against a suspect who has been harassing his ex-wife.

Proactive Enforcement

Overall, nine arrests were made by the Crime Suppression Team.

Frequent, routine area checks were completed at Chester Byrd Park, Frost Park, and City Hall. An arrest was also made at Saratoga Apartments, after a suspect with an outstanding warrant was observed selling drugs.

Additional arrests were made for possession of cocaine, possession of MDMA, violation of probation, and various outstanding warrants. Various amounts of MDMA and cocaine were recovered during the arrests.

CST detectives assisted BSO's Robbery Unit with serving a search warrant on a resident's cell phone. They have also continued to dedicate time to assisting road patrol deputies and CI detectives with taking domestic violence offenders into custody.

Motors/Commercial Vehicle Enforcement

- Between Dania Beach motor units and road patrol deputies, 481 warnings and citations were issued during the last four weeks.
- Deputies have continued their efforts to enforce seatbelt safety, educating, warning, and ticketing when appropriate. 97 warnings and tickets were issued the past four weeks.
- School was released for the summer, so deputies have shifted their focus from school zone enforcement to other high traffic areas. Enforcement is being concentrated on Federal Hwy, Griffin Rd, E Dania Beach Blvd, SW 40th Ave, SR 84, and SE 5th Ave.
- Speed trailers, message boards, license plate readers and SkyWatch towers remain deployed throughout the city.

Homeless Outreach Team

- Homeless Outreach deputies have diligently checked numerous areas around the city where encampments are known or likely to develop. Due to the routine area checks and deputies' presence, no new encampments were reported during the past four weeks.
- Five people were arrested for either having outstanding warrants or trespassing.
- Routine area checks have been completed at:
 - City Hall
 - Frost Park
 - Chester Byrd Park
 - Meadowbrook Square Plaza
 - Ocean Park Beach
- In total, HOT deputies conducted 140 area checks and documented contact with 24 people.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

Catalytic Converter Theft Prevention Event – May 24, 2025 – NST Dania Beach deputies assisted Cooper City with the event, in hopes of bringing it to Dania Beach. Residents were able to have their vehicles uniquely marked to prevent and deter catalytic converter thefts. Currently, this service is only available to Cooper City residents.

American Legion Post #209 Memorial Day Service – May 26, 2025 – NST deputies attended the graveside memorial service for veterans, immediately followed by the tossing of the Memorial Wreath into the Dania Beach Canal.

American Legion Post #304 & Estates of Fort Lauderdale – May 26, 2025 – NST deputies attended additional Memorial Day events to honor those who lost their lives while serving their country.

Meetings Zoom/In Person

- **May 21, 2025** – Drowning Task Force Prevention Meeting – 9:30AM
- **May 28, 2025** – South Florida Crime Prevention Meeting – 10:30AM
- **May 29, 2025** – Regional Neighborhood Support Team meeting – 11:00AM
- **June 5, 2025** – Met with Mission BBQ Community Ambassador to discuss collaborative opportunities within Dania Beach – 11:30AM

Special Proactive Area checks

We continue to complete daily checks at all our Jewish religious schools and institutions throughout the city.



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
5/18/2025 – 6/11/2025

THERE WERE A TOTAL OF **173** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone		Total
03-HIT & RUN		2
04-ACCIDENT-MINOR		4
04I-ACCIDENT WITH INJURIES		3
08E-MISSING PERSON (ENDANGERED)		1
10-50 TRAFFIC STOP		2
10-STOLEN VEHICLE		4
12-RECKLESS DRIVER		2
13I-SUSPICIOUS INCIDENT/PACKAGE		16
13V-SUSPICIOUS VEHICLE		1
14-INFORMATION		6
15-SPECIAL DETAIL		1
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT		1
18-FELONY WARRANT		1
19-MISDEMEANOR WARRANT		3
20-MENTALLY ILL PERSON		3
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL		1
22-DISTURBANCE/NUISANCE		4
22N-DISTURBANCE-NOISE COMPLAINT		4
25EV-ELEVATOR RESCUE		3
30A-LARCENY ATTEMPT		1
30-LARCENY		9

31-ASSAULT	1
36-FIGHT	1
37-DISTURBANCE JUVENILE	2
38-DOMESTIC DISTURBANCE	1
40-VANDALISM/MALICIOUS MISCHIEF	1
49A-AUDIBLE/INTRUSION ALARM	1
51-TRESPASSING	8
53-EMBEZZLEMENT-FRAUD	1
66-CIVIL MATTER/CUSTODY ISSUE	3
67PO-MEDICAL-UNCONSCIOUS/FAINTING	1
67TB-MEDICAL-TROUBLE BREATHING	1
68-POLICE SERVICE CALL	51
72-LOST/FOUND PROPERTY	3
73-TRAFFIC/PARKING COMPLAINT	1
74-RECALL	2
76-AOA (ASSIST OTHER AGENCY)	6
911 HANG UP/DROP OFF	17
Grand Total	173

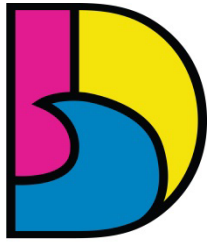
THERE WERE A TOTAL OF 14 PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Part 1 Crimes - 240 Zone		Total
AUTO THEFT		3
BURGLARY CONVEYANCE		1
THEFT - ALL OTHER		2
THEFT - RETAIL / SHOPLIFTING		7
THEFT FROM BUILDING		1
Grand Total		14

THERE WERE A TOTAL OF 46 NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date	Address	Apt	Zone
5/24/2025 12:08:23 AM	101 SE 3RD AV	105	0202
6/5/2025 10:31:10 PM	101 SE 3RD AV	105	0202
5/26/2025 8:15:39 PM	105 NE 1ST CT		0201
5/19/2025 1:55:26 AM	1109 W DANIA BEACH BLVD	113	0204
5/26/2025 10:19:34 PM	120 N COMPASS WAY		0240
6/1/2025 10:04:45 PM	120 N COMPASS WAY		0240
5/18/2025 12:22:09 AM	121 N COMPASS WAY		0240
5/26/2025 8:53:46 PM	121 N COMPASS WAY		0240
5/24/2025 11:38:26 PM	126 SW 5TH CT		0204
5/30/2025 11:13:09 PM	150 S BRYAN RD		0204
5/18/2025 11:38:57 PM	151 NE 1ST ST	151	0201
5/23/2025 12:15:00 AM	151 NE 1ST ST		0201
5/28/2025 11:12:42 PM	151 NE 1ST ST		0201
6/6/2025 7:55:20 AM	151 NE 1ST ST	151	0201
5/19/2025 9:58:32 PM	231 SE 8TH ST		0202
6/8/2025 8:11:30 AM	235 SE 6TH ST		0202
5/25/2025 11:01:44 PM	333 SE 3RD PL		0202
6/1/2025 4:51:23 AM	337 SW 15TH ST		0203
6/10/2025 12:30:39 AM	3545 FOREST VIEW CIR		0207
6/3/2025 6:16:39 PM	414 SE 5TH ST		0202
6/3/2025 8:07:45 PM	414 SE 5TH ST		0202

5/25/2025 4:55:01 AM	43 SW 4TH ST		0203
5/20/2025 6:09:57 PM	4424 SW 49TH CT		0207
6/1/2025 8:28:10 PM	4436 SW 49TH CT		0207
6/9/2025 12:05:53 AM	4448 SW 34TH TER		0206
6/10/2025 3:11:42 AM	4496 SW 50TH ST		0207
6/4/2025 3:06:13 AM	4524 SW 54TH ST		0207
6/7/2025 6:44:58 PM	4630 SW 34TH DR		0206
6/5/2025 2:59:03 AM	4664 SW 38TH TER		0207
5/24/2025 2:51:58 AM	468 SE 11TH TER		0202
5/25/2025 8:37:10 PM	4830 SW 29TH AV		0205
5/18/2025 11:22:12 PM	4940 SW 26TH TER		0205
5/25/2025 11:38:54 PM	4940 SW 26TH TER		0205
5/28/2025 2:34:46 AM	4981 SW 28TH TER		0205
5/27/2025 9:35:47 PM	5511 WOODLAND LN		0207
5/18/2025 3:52:37 AM	600 E DANIA BEACH BLVD		0202
5/22/2025 1:32:14 AM	600 E DANIA BEACH BLVD	410	0202
6/1/2025 4:24:14 AM	600 E DANIA BEACH BLVD		0202
5/18/2025 5:01:39 AM	601 E DANIA BEACH BLVD	303	0201
5/25/2025 6:30:24 AM	601 E DANIA BEACH BLVD		0201
5/28/2025 12:45:15 AM	602 NW 1ST ST	606	0204
6/10/2025 10:34:27 PM	602 NW 1ST ST	606	0204
5/18/2025 10:11:13 PM	610 NE 2ND PL		0201
6/10/2025 8:23:34 AM	614 NW 8TH ST		0205
5/31/2025 9:20:52 AM	718 SW 3RD ST		0203
5/25/2025 10:24:22 PM	APPROX LOC:1 SE 8TH ST		0202



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Megan Jelaso, Revenue Accountant

DATE: June 15, 2025

SUBJECT: Finance Monthly Report – May 2025

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

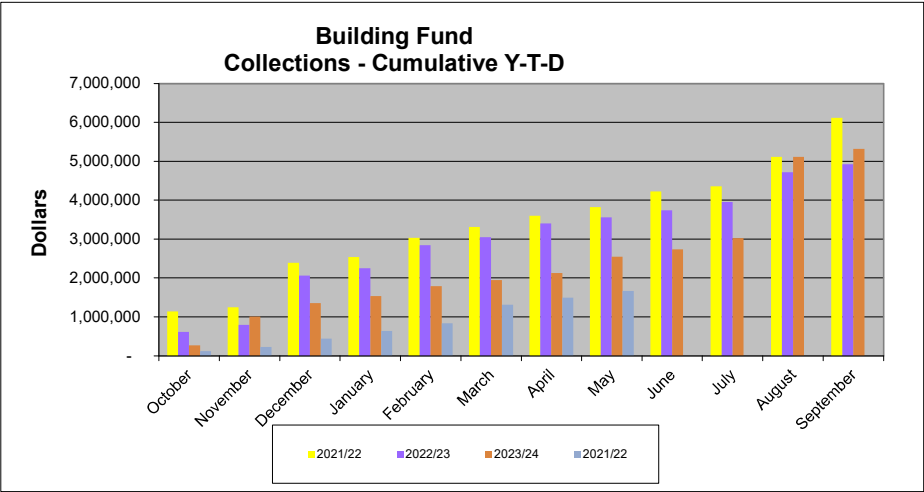
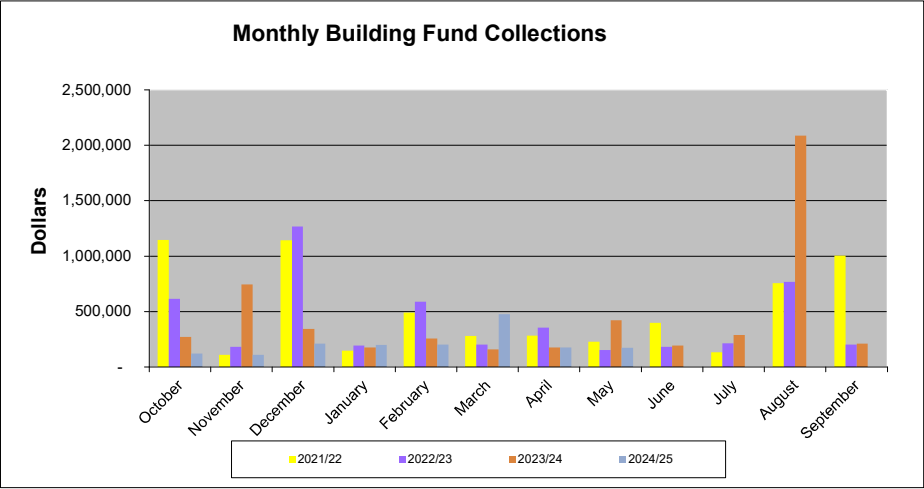
Contingency and Fund Balance Estimate

Building Fund Collections

	2021/22	2022/23	2023/24	2024/25
Monthly				
October	1,144,624	613,610	272,140	120,615
November	107,616	183,413	742,357	110,166
December	1,142,811	1,267,607	343,469	210,595
January	146,194	193,243	175,715	198,574
February	490,813	588,953	258,034	203,711
March	281,847	202,690	159,520	476,218
April	283,429	356,512	175,277	176,349
May	226,093	153,965	421,096	171,643
June	399,287	181,738	191,611	
July	132,426	212,528	288,360	
August	755,979	767,780	2,087,847	
September	1,003,182	202,415	209,254	
Total	6,114,301	4,924,453	5,324,681	1,667,870

	2021/22	2022/23	2023/24	2024/25
Cumulative				
October	1,144,624	613,610	272,140	120,615
November	1,252,240	797,023	1,014,498	230,781
December	2,395,051	2,064,630	1,357,967	441,376
January	2,541,246	2,257,873	1,533,681	639,950
February	3,032,058	2,846,825	1,791,716	843,661
March	3,313,906	3,049,515	1,951,236	1,319,879
April	3,597,334	3,406,027	2,126,512	1,496,228
May	3,823,427	3,559,992	2,547,608	1,667,870
June	4,222,715	3,741,730	2,739,219	
July	4,355,140	3,954,258	3,027,579	
August	5,111,119	4,722,038	5,115,426	
September	6,114,301	4,924,453	5,324,681	
Annual Goal	4,741,977	4,868,000	5,191,000	

Building Fund - thru May 2025



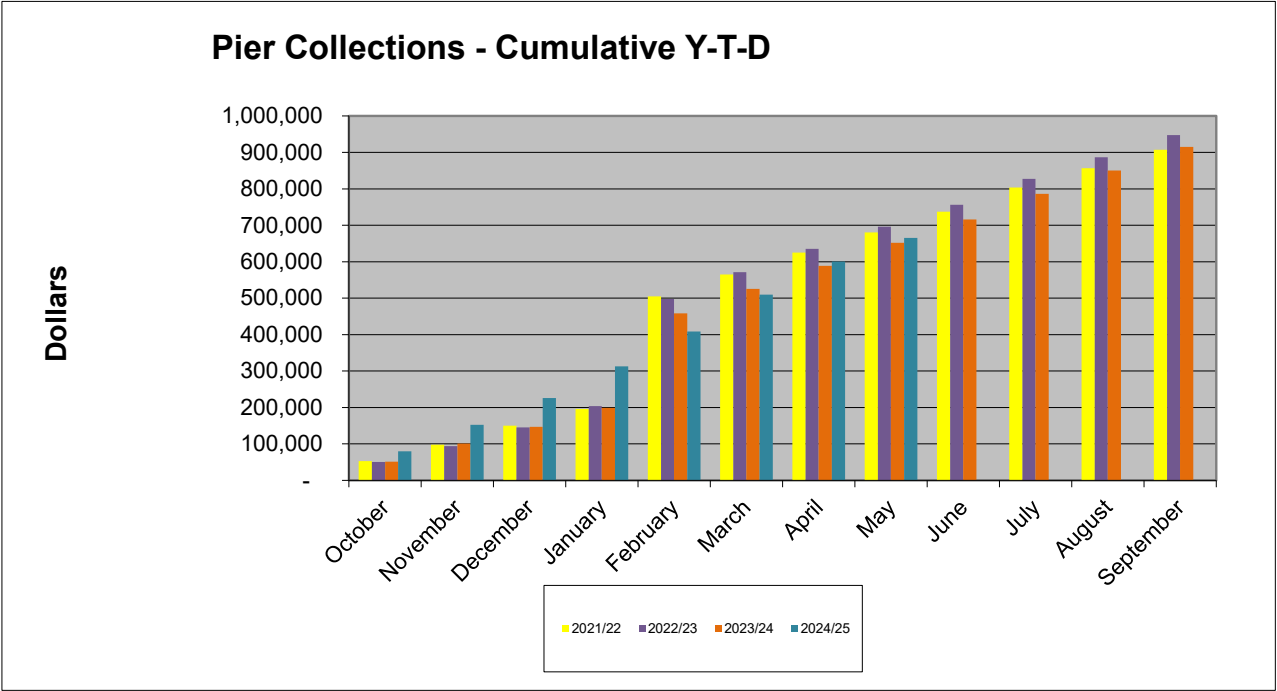
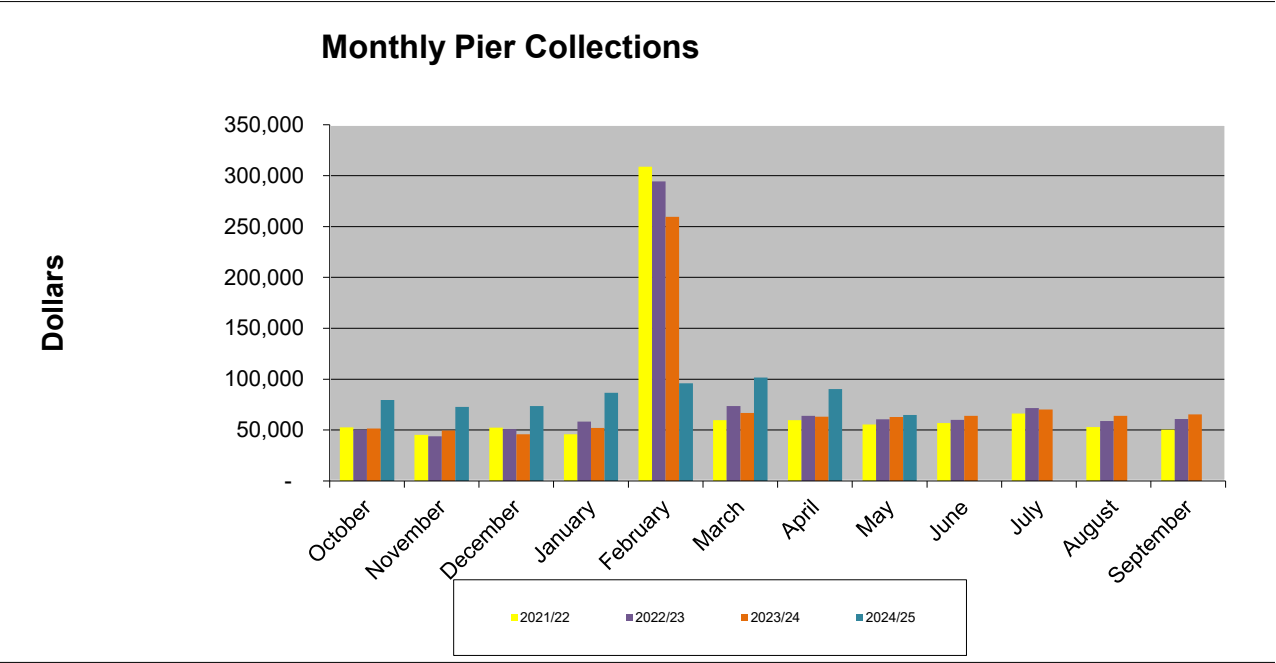
Pier Revenues

	2021/22	2022/23	2023/24	2024/25
Monthly				
October	52,575	50,313	51,495	79,614
November	45,411	43,917	49,561	72,745
December	52,271	50,942	45,928	73,627
January	45,906	58,345	52,190	86,644
February	308,830	294,357	259,466	95,845
March	59,863	73,487	66,698	101,540
April	59,852	63,945	63,244	90,201
May	55,621	60,688	62,991	64,881
June	56,858	60,003	64,114	
July	66,152	71,604	70,205	
August	52,975	58,871	64,092	
September	50,426	60,849	65,294	
Total	906,740	947,320	915,279	665,099

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

	2021/22	2022/23	2023/24	2024/25
Cumulative				
October	52,575	50,313	51,495	79,614
November	97,986	94,229	101,056	152,359
December	150,257	145,171	146,984	225,986
January	196,163	203,516	199,174	312,631
February	504,993	497,873	458,640	408,476
March	564,856	571,360	525,338	510,017
April	624,708	635,305	588,583	600,218
May	680,329	695,993	651,574	665,099
June	737,187	755,996	715,688	
July	803,339	827,600	785,894	
August	856,314	886,471	849,985	
September	906,740	947,320	915,279	
Annual Budget Goal	844,816	937,301	942,488	925,209

Pier Revenues - thru May 2025

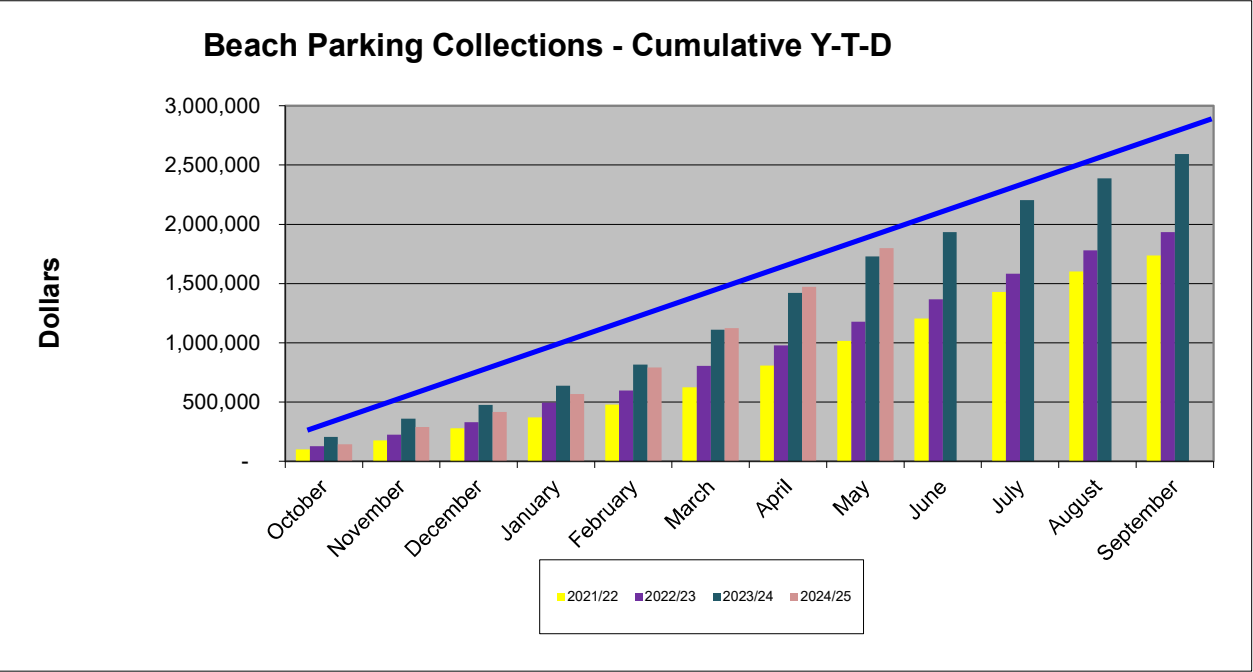
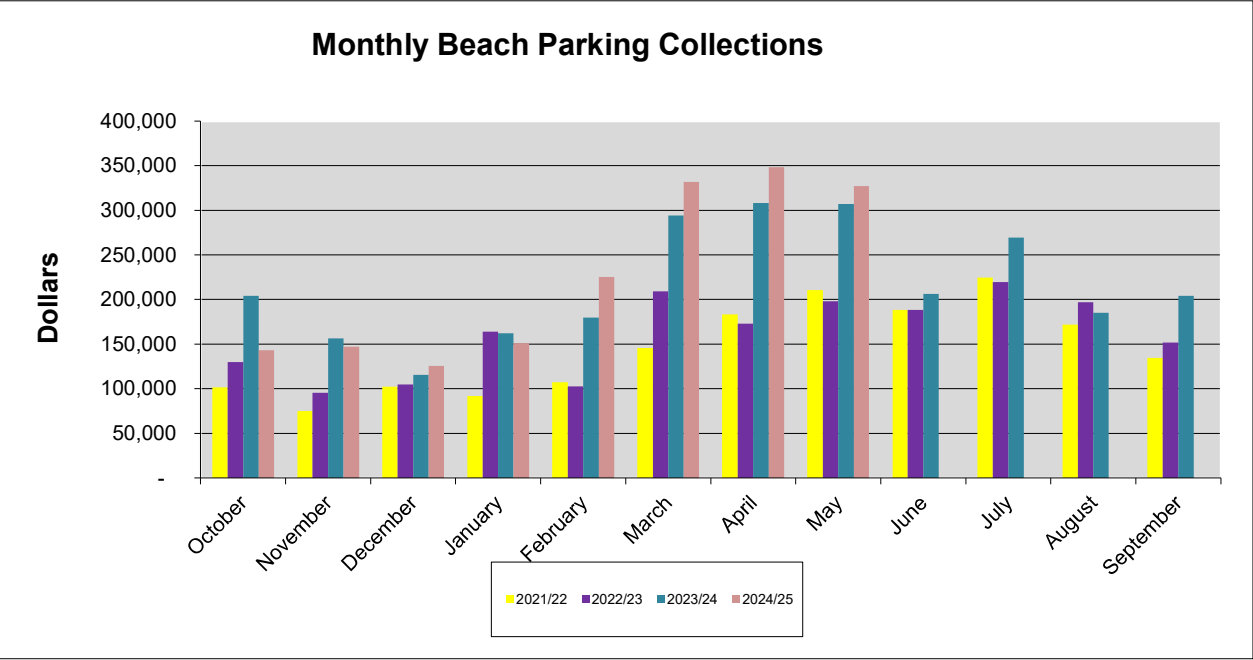


Parking Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Monthly				
October	101,582	130,026	203,967	143,031
November	75,146	95,694	156,460	146,923
December	102,321	104,713	115,640	125,726
January	91,751	164,030	162,393	150,948
February	107,375	102,648	179,664	225,332
March	145,848	209,333	294,283	331,752
April	183,397	172,853	308,344	348,327
May	210,704	197,957	307,252	327,250
June	188,603	188,603	206,128	
July	224,411	219,627	269,299	
August	171,951	197,119	185,189	
September	134,616	151,776	204,001	
Total	<u>1,737,704</u>	<u>1,934,380</u>	<u>2,592,620</u>	<u>1,799,291</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Cumulative				
October	101,582	130,026	203,967	143,031
November	176,728	225,720	360,427	289,954
December	279,049	330,433	476,068	415,680
January	370,800	494,463	638,460	566,629
February	478,175	597,111	818,125	791,961
March	624,023	806,444	1,112,407	1,123,713
April	807,420	979,297	1,420,751	1,472,041
May	1,018,123	1,177,255	1,728,003	1,799,291
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	2,388,619	
September	1,737,704	1,934,380	2,592,620	
Annual Budget Goal	<u>1,347,086</u>	<u>1,558,354</u>	<u>1,800,000</u>	<u>2,500,000</u>

Beach Parking - thru May 2025

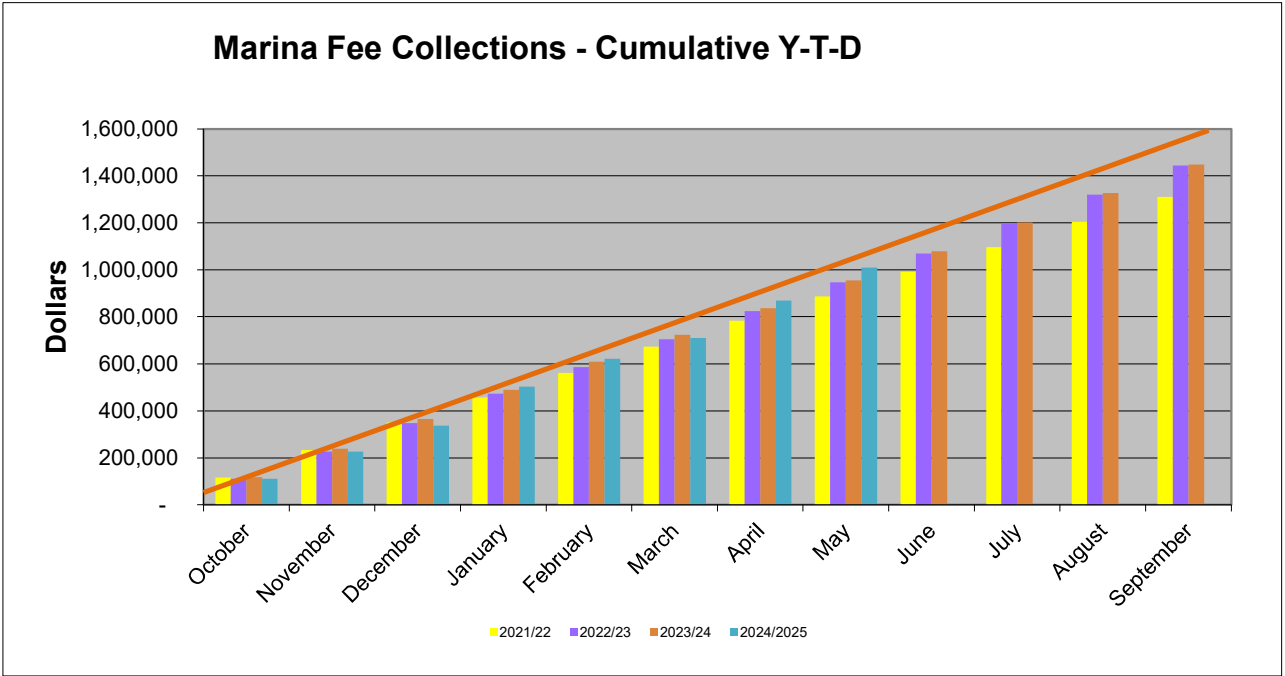
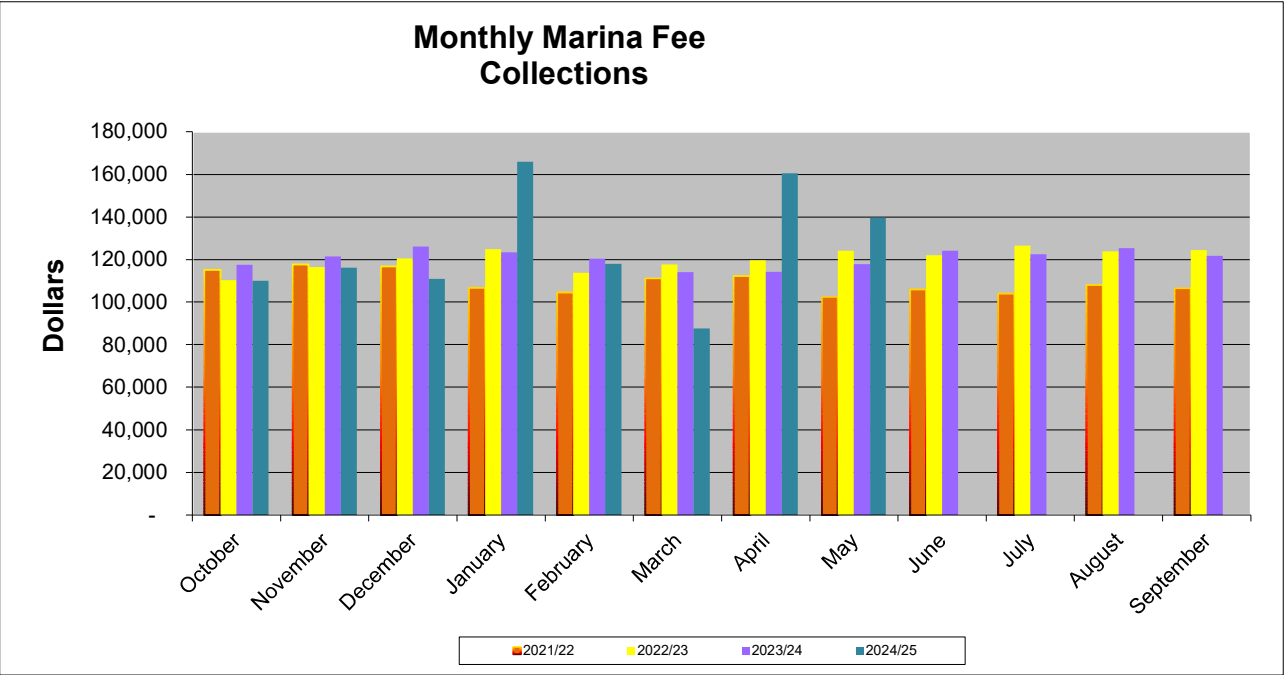


Marina Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Monthly				
October	115,264	110,239	117,540	110,024
November	117,663	116,542	121,509	116,103
December	116,830	120,621	126,034	110,921
January	106,673	124,885	123,519	165,987
February	104,605	113,849	120,277	117,936
March	111,125	117,710	114,070	87,682
April	112,170	119,728	114,246	160,478
May	102,373	124,138	117,832	139,718
June	106,001	122,027	124,132	
July	104,000	126,485	122,421	
August	108,096	123,889	125,237	
September	106,418	124,369	121,769	
Total	1,311,218	1,444,481	1,448,584	1,008,847

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>
Cumulative				
October	115,264	110,239	117,540	110,024
November	232,927	226,781	239,049	226,127
December	349,758	347,402	365,082	337,048
January	456,431	472,287	488,602	503,035
February	561,036	586,135	608,878	620,970
March	672,161	703,845	722,948	708,652
April	784,330	823,574	837,194	869,130
May	886,703	947,711	955,026	1,008,847
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	1,326,815	
September	1,311,218	1,444,481	1,448,584	
Budget Goal	1,290,768	1,339,555	1,398,942	1,655,620

Marina Fees - thru May 2025



City of Dania Beach
Commercial Solid Waste Report FY 2024-2025
Payments Received

Annual Budget \$ 1,095,000.00

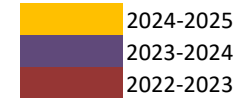
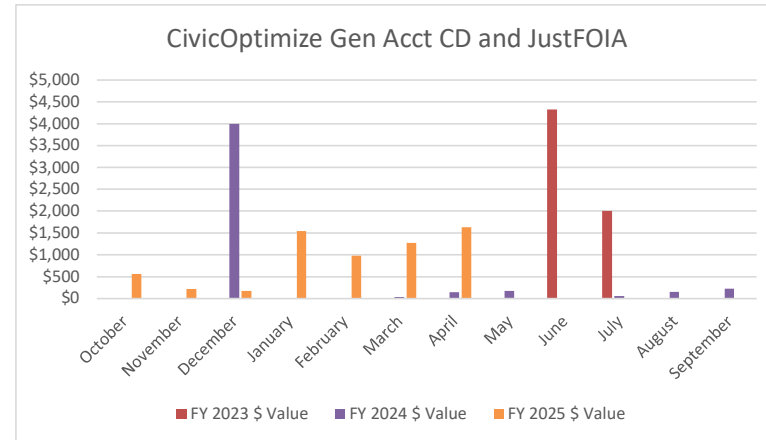
Waste Hauler										
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	General Fund	
Permit Application Fee	75.00	75.00		-	75.00	75.00	75.00	-		
Annual Permit Fee	1,000.00	1,000.00		-	1,000.00	1,000.00	1,000.00	-		Monthly Activity
<u>Monthly Franchise</u>										
Oct	\$ -	\$ 35,091.25	\$ 9,383.63	-	\$ 1,715.74	\$ -	\$ 9,686.41	-	\$	55,877.03
Nov	6,577.06	35,229.82	11,163.01	-	1,474.14	5,681.23	9,988.33	-		70,113.59
Dec	3,175.51	34,742.21	10,021.23	-	1,519.15	6,378.93	7,678.71	-		63,515.74
Jan	-	37,108.84	10,569.28	-	1,359.45	-	5,452.87	-		54,490.44
Feb	6,531.41	35,456.19	11,477.32	-	1,808.55	2,546.17	7,965.12	-		65,784.76
Mar	3,179.99	37,896.94	10,642.19	-	1,100.49	-	7,532.53	-		60,352.14
Apr	3,417.19	37,649.06	11,598.40	-	1,583.86	5,269.77	8,364.93	-		67,883.21
May	3,374.04	38,242.06	11,665.71	-	1,511.37		9,028.87			63,822.05
Jun										-
Jul										-
Aug										-
Sep										-
Total Mo. Franchise	\$ 26,255.20	\$ 291,416.37	\$ 86,520.77	\$ -	\$ 12,072.75	\$ 19,876.10	\$ 65,697.77		\$	501,838.96
	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	
<u>Monthly Franchise</u>										
Oct	-	\$ 11,697.08	\$ 3,127.88	-	\$ 571.91	-	\$ 3,228.81	-	\$	18,625.68
Nov	\$ 2,192.36	\$ 11,743.27	\$ 3,721.00	-	\$ 491.38	\$ 1,893.74	\$ 3,329.45	-	\$	23,371.20
Dec	\$ 1,058.50	\$ 11,580.74	\$ 3,340.41	-	\$ 506.38	\$ 2,126.31	\$ 2,559.57	-	\$	21,171.91
Jan	\$ -	\$ 12,369.61	\$ 3,523.09	-	\$ 453.15	-	\$ 1,817.63	-	\$	18,163.48
Feb	\$ 2,177.14	\$ 11,818.73	\$ 3,825.78	-	\$ 602.85	\$ 848.73	\$ 2,655.04	-	\$	21,928.27
Mar	\$ 1,060.00	\$ 12,632.31	\$ 3,547.40	-	\$ 366.83	-	\$ 2,510.84	-	\$	20,117.38
Apr	\$ 1,139.06	\$ 12,549.69	\$ 3,866.13	-	\$ 527.96	\$ 1,756.60	\$ 2,788.31	-	\$	22,627.75
May	\$ 1,124.68	\$ 12,747.35	\$ 3,888.57	-	\$ 503.79	-	\$ 3,009.63	-	\$	21,274.02
Jun									\$	-
Jul									\$	-
Aug									\$	-
Sep									\$	-
Total Mo. Franchise	\$ 8,751.74	\$ 97,138.78	\$ 28,840.26	\$ -	\$ 4,024.25	\$ 6,625.38	\$ 21,899.28		\$	167,279.69
Total Receipts	\$ 36,081.94	\$ 389,630.15	\$ 115,361.03	\$ -	\$ 17,172.00	\$ 27,576.48	\$ 88,672.05		\$ 674,493.65	

Fund	Project ID	Project Name	Revenue Source	Project Phase/Status	Grant Expiration	Original Budget Description	Original Budget	Amended Budget Description	Amended Budget	Prior Fiscal Year Totals	FY22 Expenses	FY23 Expenses	FY24 Expenses	FY24 Encumbrances	FY25 Expenses	FY25 Encumbrances	Remaining Budget	Return Funding on Completed Projects	Comments
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction				FY23 Transportation Surtax Proj	880,472.00	(264,177.29)	(292,707.69)	(187,523.53)	(85,299.68)	-	(2,354,296.56)	-	-		
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		FY12 Budget Adjust - SRF Loan	5,496,775.00	Funding Increase for PO from 63-	(24,500.00)	(3,028.50)							3,837,800		
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		FY14 Budget Adjust - SRF Loan	400,574.00	FY16 Drainage Project Budget Re	3,556.00										
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		FY16 Budget Adjust - SRF Loan	220,033.00	FY Budget Adjust from 63-10 to 3	(15,032.00)										
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		Adjustment	(13,907.00)		3,081.66										
403	403-38-13-538-63-10	SE Stormwater II	SRF Loan, Stormwater	Construction		Transfer from Phase I into FY16	43,347.00		(25,336.56)										
403	403-38-13-538-63-10	Neighborhood Drainage Improv.	Transportation Surtax, Storm	Construction			1,170,960.00	Budget Appropriation FY21-22 (C	3,000,000.00	(340,262.00)	(746,914.00)	(1,564,326.49)	(207,668.59)	-	(717,832.50)	(406,862.77)	155,882		
403	403-38-13-538-63-10	Neighborhood Drainage Improv.	Transportation Surtax, Storm	Construction					131,240.35										
403	403-38-13-538-63-10	Neighborhood Drainage Improv.	Transportation Surtax, Storm	Construction															
403	403-38-32-538-31-10	Citywide Stormwater Masterplan	Stormwater, CDBG-MIT	Design			1,060,000.00	Reso 2022-158	16,535.00			(64,909.79)	(428,007.97)	-	-	(31,743.91)	-		
403	403-38-32-538-31-10	Citywide Stormwater Masterplan	Stormwater, CDBG-MIT	Design			-					(30,595.00)			(221,278.33)				
403	403-38-32-538-31-10	Citywide Stormwater Masterplan	Stormwater, CDBG-MIT	Design															
403	403-38-32-538-31-10	Citywide Stormwater Masterplan	Stormwater, CDBG-MIT	Design															
403	403-38-33-538-63-10	SW 43 Terr Stormwater (Surtax)	Transportation Surtax, Storm	Construction - Grant Revenue Received Nov 2023			2,297,468.00					(1,971,089.78)	(170,437.96)	-			0		
403	403-38-33-538-63-10	SW 43 Terr Stormwater (Surtax)	Transportation Surtax, Storm	Construction - Grant Revenue Received Nov 2023															
403	403-38-33-538-63-10	SW 43 Terr Stormwater (Surtax)	Transportation Surtax, Storm	Construction - Grant Revenue Received Nov 2023															
403	403-38-33-538-63-10	SW 43 Terr Stormwater (Surtax)	Transportation Surtax, Storm	Construction - Grant Revenue Received Nov 2023															
403	403-38-34-538-21-10	FY Mail Drainage	Stormwater	Construction			247,940.00							(111,895.00)		(71,480.25)	(8,014.75)	-	
403	403-38-34-538-21-10	FY Mail Drainage	Stormwater	Construction															
403	403-38-12-538-63-10	SE Stormwater Phase I	Stormwater	Construction			798,625.00							(1,936.00)	(51,338.00)	(36,432.00)	706,719		
403	403-38-12-538-63-10	SE Stormwater Phase I	Stormwater	Construction															
401	401-17-05-533-31-10	AMM Water Meter System	Water	Design			132,770.00		(265,540.00)								-		
401	401-17-05-533-31-10	AMM Water Meter System	Water	Design			-												
401	401-17-05-533-31-10	AMM Water Meter System	Water	Design			132,770.00												
401	401-17-05-533-31-10	AMM Water Meter System	Water	Design			-												
401	401-33-44-533-31-10	NW 1st Ave Water Main Striking	Water	Design			80,160.00												
401	401-33-44-533-31-10	NW 1st Ave Water Main Striking	Water	Design															
401	401-33-44-533-63-10	NW 1st Ave Water Main Striking	Water	Design			303,023.00							-			383,183		
401	401-33-44-533-63-10	NW 1st Ave Water Main Striking	Water	Design															
402	402-35-26-535-63-10	Lift Rehab 5, 7, 10	Sewer	Construction			1,137,594.00	Soft Close Diff FY2020	(9,607.00)	(1,007,274.05)		-					120,713	Carryforward-neappropriate	
402	402-35-26-535-63-10	Lift Rehab 5, 7, 10	Sewer	Construction															
402	402-35-26-535-63-10	Lift Rehab 5, 7, 10	Sewer	Construction															
402	402-35-26-535-63-10	Lift Rehab 5, 7, 10	Sewer	Construction															
402	402-35-27-535-63-10	SCADA System	Sewer	Construction			257,714.88	Transfer JB2021-2691	14,000.00	(248,275.37)		(23,060.00)		-			(0)		
402	402-35-27-535-63-10	SCADA System	Sewer	Construction				Project Amount Reduction	(380.00)										
402	402-35-20-535-63-10	IBU Mainline Repairs	Sewer	Construction			2,041,450.00						(344,553.10)		(245,960.72)	(1,450,936.18)	-		
402	402-35-20-535-63-10	IBU Mainline Repairs	Sewer	Construction															
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026		499,800.00	Reso# 2022-164 - ARPA	1,111,135.00	(82,600.00)	(352,700.00)		(7,150.00)		(32,613.73)	(145,986.25)	-		
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026			Reso # 2023-164 Grant Funds	3,710,385.00										
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026			BT2024-2676 - Grant Funds	4,548,157.50										
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026			City Funds	404,917.50										
402	402-35-28-535-31-10	HMGP Lift Stations	HMGP	Construction	9/30/2026				120,750.00				(199,500.00)		(553,878.52)	(9,021,716.08)			
402	402-35-28-535-63-10	HMGP Lift Stations	HMGP	Construction	9/30/2026														
402	402-35-29-535-63-10	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026		-	8,339,000.00						-			8,339,000		
402	402-35-29-535-63-10	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026														
402	402-35-29-535-63-10	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026														
402	402-35-29-535-63-10	Lift Station Mitigation Phs III	FDEP	Construction	9/30/2026														
402	402-35-30-535-63-10	Lift Station ARPA	Construction				-	4,069,890.00						-			(4,069,890.00)	-	
402	402-35-30-535-63-10	Lift Station ARPA	Construction											-					
405	405-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction			500,000.00	Budget Appropriation	944,268.00	(170,449.00)	(664,118.48)	(687,561.91)					-	PO#2021-0169 - 6-17-2024 The encumbrance side did not post. Tania is currently investigating.	
405	405-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction				GF Loan Reso#2021-193	873,930.00				(308.15)	308.15					
405	405-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction					(796,058.61)										
415	415-45-02-545-31-10	Parking Facility	Pier, GF Loan	Construction			172,016.48		-			(53,016.48)	-	(61,476.04)	(35,149.71)		18,375		
415	415-45-02-545-63-10	Parking Facility	Pier, GF Loan	Construction				373000	-			(23,000.00)		(348,622.00)	(1,377.00)				
415	415-45-03-545-31-10	City Center Garage	Pier, GF Loan	Construction			75,286.67		-			(14,094.64)	-	-	-		289,723		
415	415-45-03-545-63-10	City Center Garage	Pier, GF Loan	Construction				404937	-			(61,192.50)		(4,180.00)	(111,033.50)				
415	415-45-24-545-31-10	Restroom and Storage Facility	Pier, GF Loan	Construction			454,792.00		-			-	-	(59,640.00)	(395,152.00)		-		
415	415-45-24-545-31-10	Restroom and Storage Facility	Pier, GF Loan	Construction					-										
415	415-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction			1,487,238.38		277,086.00			(522,238.38)	-	(144,941.98)	-		1,097,144		
415	415-72-15-572-63-10	Pier Refurbishing	Pier, GF Loan	Construction					-										
103	103-22-65-522-31-10	HMGP - Fire Rescue Station # 1	HMGP, City Match	Construction	7/31/2024					(96,614.00)	(18,259.00)	(562.50)			(845.00)	(49,587.50)	850,720		
103	103-22-65-522-31-10	HMGP - Fire Rescue Station # 1	HMGP, City Match	Construction	7/31/2024														
103	103-22-65-522-63-10	HMGP - Fire Rescue Station # 1	HMGP, City Match	Construction	7/31/2024	FEMA - Hazard MIT Program													
103	103-22-65-522-63-10	HMGP - Fire Rescue Station # 1	HMGP, City Match	Construction	7/31/2024	City's 25% Match	165,868.00		0	850720									
103	103-18-65-519-31-10	HMGP - City Hall Wind Retrofit an	HMGP	Design	6/30/2024	103-00-00-331-10-05	-			(10,390.00)	(109,754.00)	(35,714.00)	-	(2,515.00)	(63,967.00)	(416,894.59)	1,766,305		
103	103-18-65-519-31-10	HMGP - City Hall Wind Retrofit an	HMGP	Design	6/30/2024														
103	103-18-65-519-63-10	HMGP - City Hall Wind Retrofit an	HMGP	Design	6/30/2024	103-00-00-381-00-01	222,300.00												
103	103-18-65-519-63-10	HMGP - City Hall Wind Retrofit an	HMGP	Design	6/30/2024		2,180,300.00												
103	103-39-67-541-63-10	CDBG 48th Yr Solar Lights	CDBG	Design	9/30/2023								(177,575.00)				-		
103	103-39-67-541-63-10	CDBG 48th Yr Solar Lights	CDBG	Design	9/30/2023														
103	103-39-67-541-63-10	CDBG 48th Yr Solar Lights	CDBG	Design	9/30/2023														
103	103-39-67-541-63-10	CDBG 48th Yr Solar Lights	CDBG	Design	9/30/2023														
103	103-21-65-521-31-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024		28,000.00			(8,550.00)		(950.00)		(2,500.00)	(16,000.00)		-		
103	103-21-65-521-63-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024	103-39-67-541-63-10											236,000		
103	103-21-65-521-63-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024		236,000.00												
103	103-21-65-521-63-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024														
103	103-21-65-521-63-10	HMGP Hardening Grant Police	HMGP	Design	5/31/2024														
103	103-72-10-572-63-10	Mullikin Park	FDEP	Design	6/30/2025		50,000.00	Additional Funding Reso # 2023-C	11,764.50	(3,798)	(47,333)			(8,735)	-		1,900		
103	103-72-10-572-63-10	Mullikin Park	FDEP	Design	6/30/2025	Currently budgeted	312,623.00	BT2024-3077 Appropriation	(9,865.00)					(1,042,062.28)	(14,535.17)				
103	103-72-10-572-31-10	Mullikin Park	FDEP	Design	6/30/2025				250,000.00										
103	103-15-01-515-31-10	Watershed Master Plan	FEMA	Design	9/30/2024		100,000.00					(50,000.00)					50,000		
103	103-15-01-515-31-10	Watershed Master Plan	FEMA	Design	9/30/2024														
103	103-15-01-515-31-10	Watershed Master Plan	FEMA	Design															

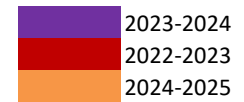
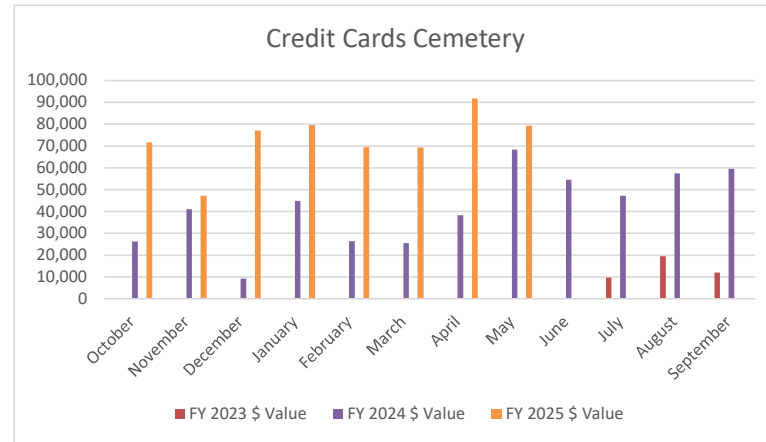
103	103-39-01-539-31-10	Vulnerability Assessment	FDEP																	
301	301-18-00-519-63-15	Southeast 5th Ave Crosswalk	Capital	Construction			200,000.00					(80,500.00)		(119,500.00)				-		
301	301-18-00-519-63-15	Southeast 5th Ave Crosswalk	Capital	Construction																
301	301-18-00-519-63-15	Southeast 5th Ave Crosswalk	Capital	Construction																
301	301-18-00-519-63-15	Southeast 5th Ave Crosswalk	Capital	Construction																
301	301-18-12-519-63-10	Hyberg Swanson (Women's Club)	Capital	Construction			2,500,000.00	Hyberg Swanson - Annual Approp	500,000.00		(78,968.15)	(469,890.28)	-	(986,012.44)	(172,379.22)			1,440,737		
301	301-18-12-519-63-10	Hyberg Swanson (Women's Club)	Capital	Construction				Project Adjustment JE2023-4545	147,947.00											
301	301-18-12-519-63-10	Hyberg Swanson (Women's Club)	Capital	Construction																
301	301-18-12-519-63-10	Hyberg Swanson (Women's Club)	Capital	Construction																
301	301-39-52-541-63-10	Solar Street Lighting	Capital, Bank Loan	Construction			1,305,462.00	FY2024 Budget Appropriation	1,200,000.00		(1,216,495.00)	(177,575.00)		(443,202.00)	(54,873.88)			1,013,316		
301	301-39-52-541-63-10	Solar Street Lighting	Capital, Bank Loan	Construction				FY2024 Budget Appropriation - Re	400,000.00											
301	301-39-52-541-64-00	Solar Street Lighting	Capital, Bank Loan	Construction																
301	301-39-52-541-64-00	Solar Street Lighting	Capital, Bank Loan	Construction																
301	301-39-58-541-63-10	Oasis XV - Capital Fund	Capital	NA			20,000.00												270,000	
301	301-39-58-541-63-10	Oasis XV - Capital Fund	Capital	NA			250,000.00													
301	301-39-58-541-63-10	Oasis XV - Capital Fund	Capital	NA																
301	301-39-58-541-63-10	Oasis XV - Capital Fund	Capital	NA																
301	301-39-58-541-63-10	Oasis XV - Capital Fund	Capital	NA																
301	301-39-58-541-63-10	Sidewalk Masterplan Tier 1	Capital, ARPA, GF	Construction			400,000.00	ARPA funds	400,000.00		(651,201.25)	(147,449.24)	-					0		
301	301-39-58-541-63-10	Sidewalk Masterplan Tier 1	Capital, ARPA, GF	Construction				Streets GF	22,604.00											
301	301-39-58-541-63-10	Sidewalk Masterplan Tier 1	Capital, ARPA, GF	Construction																
301	301-39-58-541-63-10	Sidewalk Masterplan Tier 1	Capital, ARPA, GF	Construction																
301	301-39-60-541-63-10	Roadway and Median Electrical	Capital	Construction				FY 22 funding from 001	250,000.00		(74,061.54)	(279,177.97)	(58,658.07)		(286,872.25)			716,430		
301	301-39-60-541-63-10	Roadway and Median Electrical	Capital	Construction				Carryforward from FY 21	360,000.00											
301	301-39-60-541-63-10	Roadway and Median Electrical	Capital	Construction				C/fwd from 2022 surplus	365,000.00											
301	301-39-60-541-63-10	Roadway and Median Electrical	Capital	Construction				FY22-23 Funding	700,000.00											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction			525,000.00	Additional Funding FY2016	525,000.00	(714,764.49)	(42,570.45)	(391,929.77)	(30,642.31)	-	(200.00)			421,888		
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction			400,000.00	Transfer to Phase I FY 16	(371,044.00)				(103,763.00)							
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Transfer to Phase I FY 16	(120,363.00)											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				FF, Services FY 17	(2,176.00)											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Annual Budget Increase FY21-22	200,000.00											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Transfer to Phase I	23,001.00											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Budget Transfer 31-30	(21,000.00)											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Budget Appropriation Reversed	(200,000.00)											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Annual Budget Increase FY17-18	200,000.00											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Annual Budget Increase FY18-19	200,000.00											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Annual Budget Increase FY19-20	200,000.00											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction				Annual Budget Increase FY20-21	149,999.00											
301	301-72-60-572-63-10	Beach Revitalization - II	Capital	Construction					-	(20,725.00)										
301	301-72-04-572-63-10	IT Parker Renovations	Facilities, Flood Insur. Procd	Construction		505-39-02-539-64-00	125,000.00	Transferred from Fund 505	327,060.00		(77,500.00)		-	(343,172.04)				1		
301	301-72-04-572-63-10	IT Parker Renovations	Facilities, Flood Insur. Procd	Construction				Flood Insurance Proceeds	81,580.00		(33,375.00)		-							
301	301-72-04-572-63-10	IT Parker Renovations	Facilities, Flood Insur. Procd	Construction				Unassigned Fund Balance	422,023.00			(496,525.22)	-							
301	301-72-04-572-63-10	IT Parker Renovations	Facilities, Flood Insur. Procd	Construction					(5,097.78)											
301	301-39-61-541-31-10	Corridor Master Plan	Capital	Design			788,000.00		467,000.00				-	(17,080.00)	(104,680.00)			1,133,240		
301	301-39-61-541-31-10	Corridor Master Plan	Capital	Design																
301	301-39-61-541-31-10	Corridor Master Plan	Capital	Design																
301	301-39-61-541-31-10	Corridor Master Plan	Capital	Design																
301	301-72-62-572-63-10	Olsen Middle School	Capital	Design			941,640.00							(87,120.00)	(854,520.00)			1,308,360		
301	301-72-62-572-63-10	Olsen Middle School	Capital	Design																
301	301-72-62-572-63-10	Olsen Middle School	Capital	Design			1,308,360.00													
301	301-72-62-572-63-10	Olsen Middle School	Capital	Design																
301	301-72-62-572-63-10	Olsen Middle School	Capital	Design																
301	301-72-63-572-31-10	Boisy Walters Park Master Plan	Capital	Design			-											100,000		
301	301-72-63-572-31-10	Boisy Walters Park Master Plan	Capital	Design																
301	301-72-63-572-31-10	Boisy Walters Park Master Plan	Capital	Design			100,000.00													
301	301-72-63-572-31-10	Boisy Walters Park Master Plan	Capital	Design																
301	301-18-02-519-63-10	City Hall Park	Capital	Construction			150,000.00				(17,500.00)	(7,500.00)		(121,490.98)	(1,500.00)			1,809		
301	301-18-02-519-63-10	City Hall Park	Capital	Construction																
301	301-18-02-519-63-10	City Hall Park	Capital	Construction																
301	301-18-02-519-63-10	City Hall Park	Capital	Construction																
301	301-18-13-519-31-10	City Hall Modernization	Capital	Design			200,000.00					(129,014.80)		(2,337.60)	(213,162.25)			2,355,485		
301	301-18-13-519-31-10	City Hall Modernization	Capital	Design																
301	301-18-13-519-63-10	City Hall Modernization	Capital	Design			2,500,000.00													
301	301-18-13-519-63-10	City Hall Modernization	Capital	Design																
301	301-21-04-521-64-30	LPM System	Capital				600,000.00						-	(595,747.05)	(242.22)			4,011		
301	301-21-04-521-64-30	LPM System	Capital																	
301	301-21-04-521-64-30	LPM System	Capital																	
301	301-21-04-521-64-30	LPM System	Capital																	
302	302-72-08-572-31-10	PI Melt Improv	Capital				1,000,000.00	1,000,000.00						(79,498.40)	(1,631,001.60)			311,500		
302	302-72-08-572-31-10	PI Melt Improv	Capital																	
302	302-72-08-572-31-10	PI Melt Improv	Capital																	
302	302-72-08-572-31-10	PI Melt Improv	Capital																	
302	302-22-04-522-31-10	EOC Building Project	Capital				454,449.00						-					-		
302	302-22-04-522-31-10	EOC Building Project	Capital				(454,449.00)													
302	302-22-04-522-31-10	EOC Building Project	Capital																	
302	302-22-04-522-31-10	EOC Building Project	Capital																	
301	301-39-06-541-31-30	Road and Street Facilities	Capital				90,302.00				-	(84,708.40)		(3,623.99)	(1,568.81)			1		
301	301-39-06-541-31-30	Road and Street Facilities	Capital																	
301	301-39-06-541-31-30	Road and Street Facilities	Capital																	
301	301-39-06-541-31-30	Road and Street Facilities	Capital																	
302	302-72-03-572-31-10	CW Thomas Park Phase 1	Bank Loan, Capital	Construction			34,704,466.88	Project GMP Total Reso 2024-042 Permit	542,124.00	-	-	(1534,537.92)	(295,745.10)	(119,431.15)			280,491			
302	302-72-03-572-62-10	CW Thomas Park Phase 1	Bank Loan, Capital	Construction					-			(2,559,981.90)	(6,848,673.80)	(14,150,397.50)						
302	302-72-03-572-49-30	CW Thomas Park Phase 1	Bank Loan, Capital	Construction					65,512.00			(512,289.06)	(10,555.36)							
302	302-72-03-572-49-30	CW Thomas Park Phase 1	Bank Loan, Capital	Construction					-											
302	302-72-03-572-63-10	CW Thomas Park Phase 1	Bank Loan, Capital	Construction					-											
301	301-15-02-524-31-10	Building	Bank Loan, Capital	Construction			1,622,912.29					(157,635.29)	-	(669,194.79)	(796,079.99)			2		
301	301-15-02-524-31-10	Building	Bank Loan, Capital	Construction																
301	301-15-02-524-49-10	Building	Bank Loan, Capital	Construction																
301	301-15-02-524-63-10	Building	Bank Loan, Capital	Construction																
301	301-15-05-515-31-10	CSUP Cycle 9	Bank Loan, Capital																	

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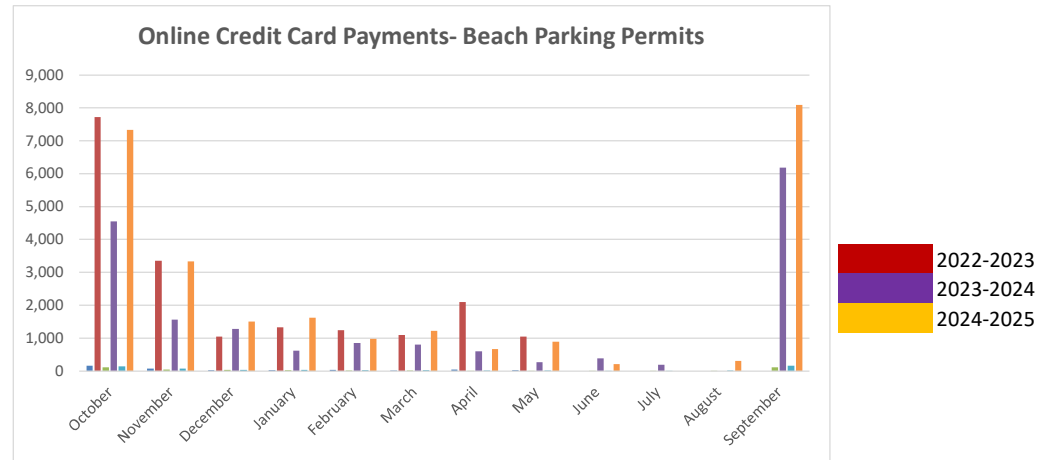
	FY 2023		FY 2024		FY 2025	
	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>
October					6	\$557
November					3	\$215
December			2	\$4,000	2	\$173
January					13	\$1,545
February					12	\$978
March			1	\$30	4	\$1,273
April			4	\$142	8	\$1,633
May			3	\$176		
June	10	\$4,323	1	\$4		
July	1	\$2,000	1	\$50		
August			3	\$150		
September			4	\$226		



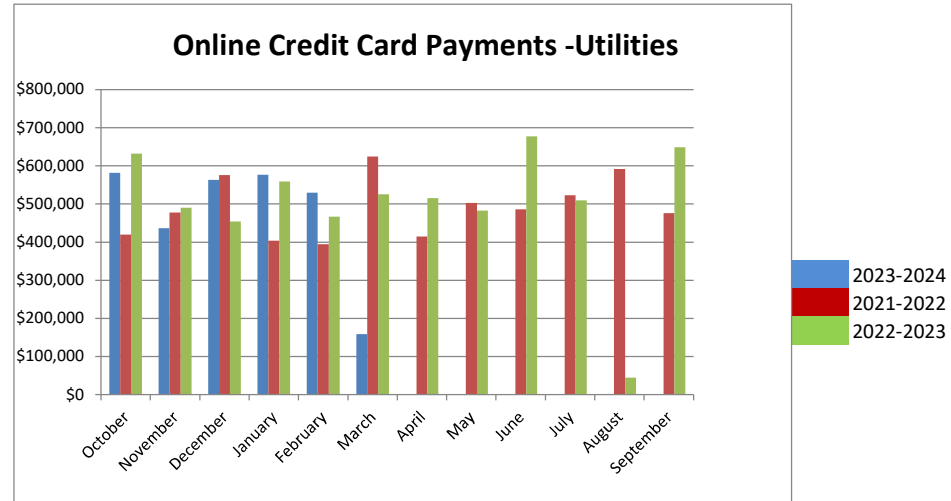
FY 2023		FY 2024		FY 2025	
<u># of</u>		<u># of</u>		<u># of</u>	
<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October		12	\$26,300	19	\$71,675
November		21	\$41,105	13	\$47,330
December		6	\$9,330	25	\$77,085
January		19	\$44,995	22	\$79,600
February		9	\$26,465	25	\$69,500
March		9	\$25,630	24	\$69,365
April		9	\$38,255	27	\$91,680
May		17	\$68,375	20	\$79,375
June		18	\$54,575		
July	5	18	\$47,175		
August	8	25	\$57,400		
Septembe	6	17	\$59,485		
	\$41,380		\$499,090		\$585,610



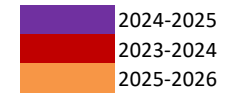
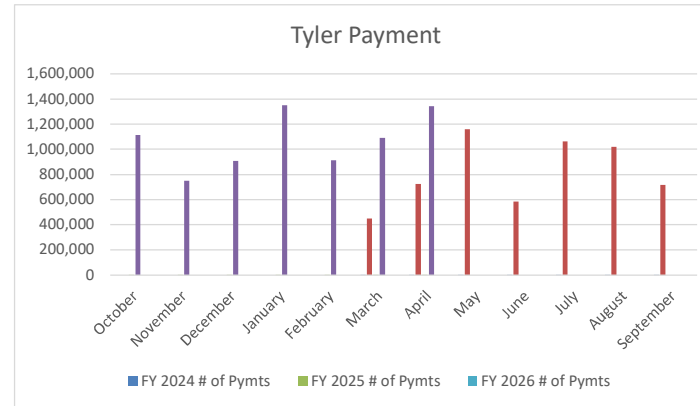
	FY 2025		FY 2023		FY 2024	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	158	\$7,720	112	\$4,547	141	\$7,334
November	71	\$3,359	46	\$1,562	74	\$3,333
December	27	\$1,048	36	\$1,284	37	\$1,503
January	26	\$1,332	23	\$615	31	\$1,616
February	30	\$1,241	19	\$851	23	\$979
March	20	\$1,096	18	\$802	26	\$1,225
April	44	\$2,103	13	\$604	19	\$663
May	23	\$1,048	10	\$267	21	\$888
June			10	\$385	9	\$208
July			9	\$198	2	\$0
August			2	\$0	20	\$310
September			115	\$6,191	162	\$8,089



	FY 2024		FY 2022		FY 2023	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
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	0	\$0	2003	\$522,805	1956	\$509,105
August	0	\$0	1919	\$591,853	1745	\$44,810
September	0	\$0	1748	\$475,765	1953	\$648,891



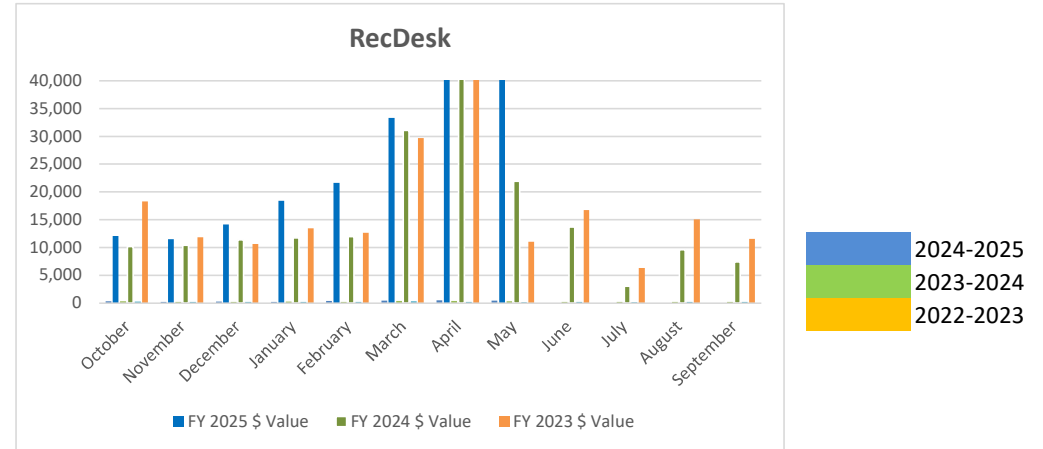
FY 2024			FY 2025		FY 2026	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			31	\$1,115,216		
November			30	\$749,206		
December			31	\$908,920		
January			31	\$1,351,246		
February			28	\$911,799		
March	31	\$448,959	31	\$1,090,436		
April	30	\$724,743	30	\$1,343,615		
May	30	\$1,159,841				
June	30	\$584,435				
July	31	\$1,062,320				
August	31	\$1,020,856				
September	30	\$715,255				



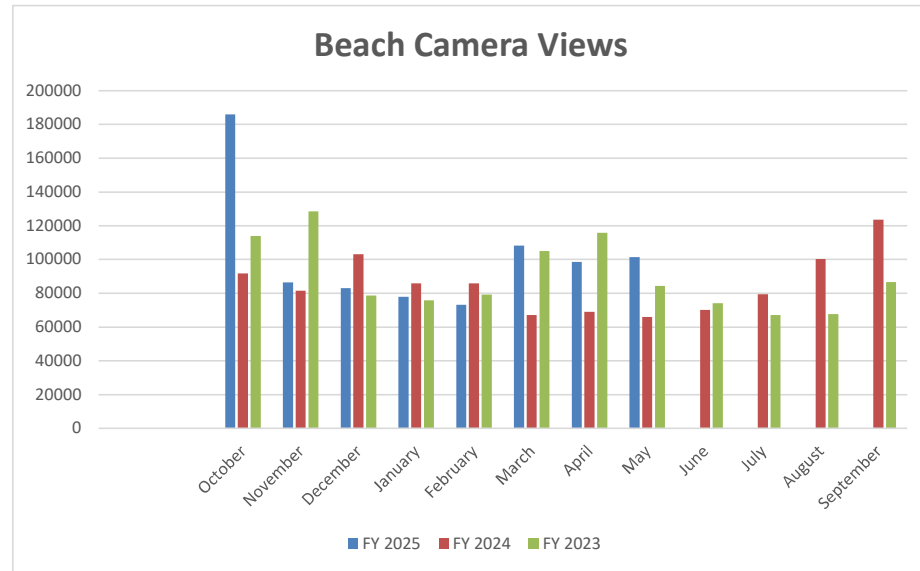
Report is Financial activity summary

Pull information from "Net Financial Activity"

	FY 2025		FY 2024		FY 2023	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October	300	\$12,087	305	\$10,189	293	\$18,293
November	244	\$11,481	219	\$10,420	188	\$11,802
December	255	\$14,157	218	\$11,389	184	\$10,643
January	238	\$18,397	266	\$11,741	228	\$13,489
February	382	\$21,671	201	\$11,951	215	\$12,691
March	435	\$33,319	422	\$31,083	339	\$29,674
April	491	\$66,844	377	\$59,880	229	\$54,344
May	465	\$40,790	315	\$21,926	147	\$11,025
June			168	\$13,708	216	\$16,773
July			183	\$3,038	125	\$6,317
August			233	\$9,575	242	\$15,031
September			218	\$7,421	240	\$11,545

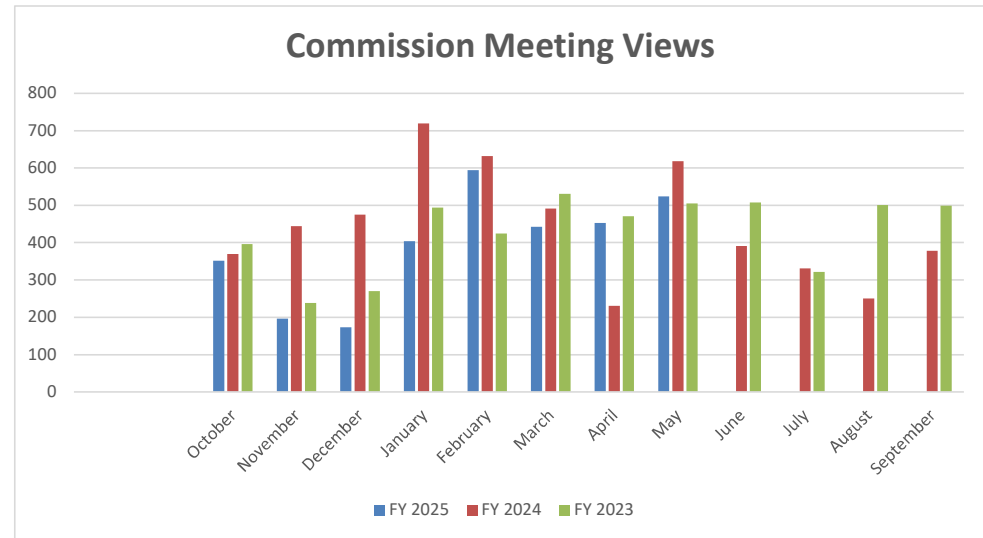


	FY 2025	FY 2024	FY 2023
October	185,800	91,738	113,900
November	86,300	81,622	128,500
December	83,000	103,235	78,800
January	78,000	85,760	75,900
February	73,100	85,861	79,200
March	108,200	67,008	105,100
April	98,600	69,102	115,900
May	101,300	66,040	84,300
June		70,024	74,100
July		79,388	67,100
August		100,130	67,700
September		123,562	86,599



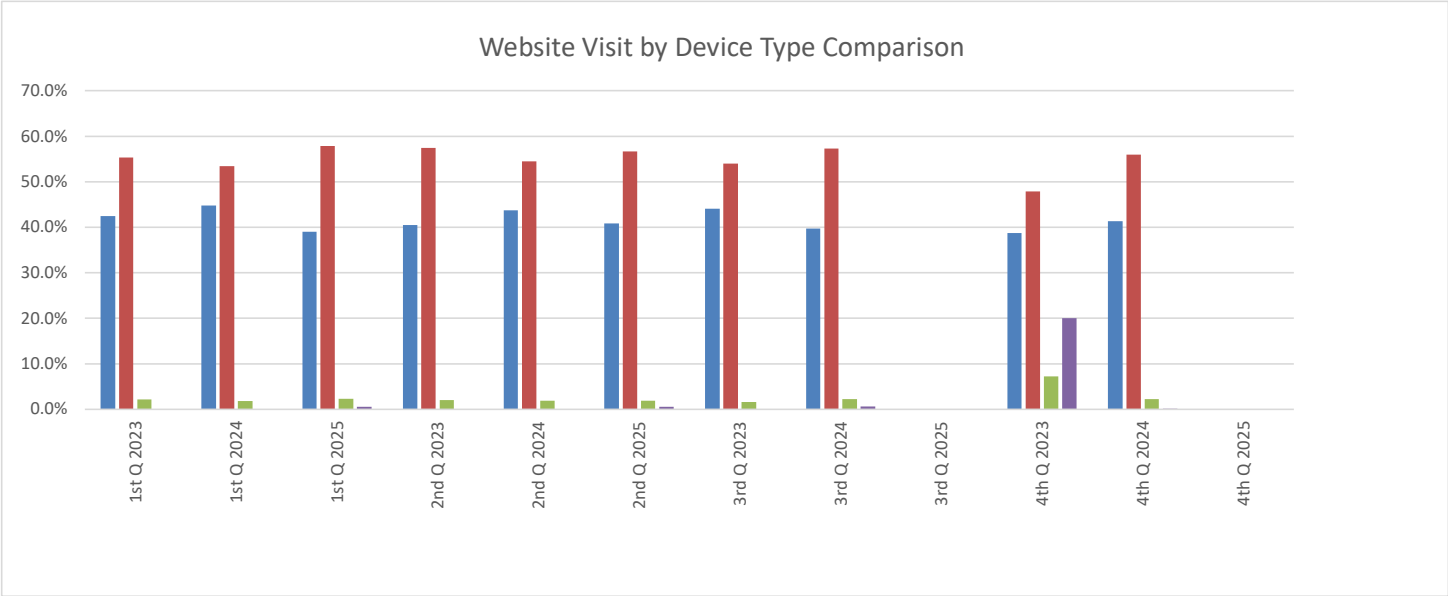
YouTube Channel
FY 2025 **FY 2024** **FY 2023**

October	351	369	396
November	197	444	238
December	173	475	270
January	404	719	494
February	594	632	424
March	442	491	531
April	453	231	471
May	524	618	505
June		391	508
July		331	321
August		250	501
September		378	499

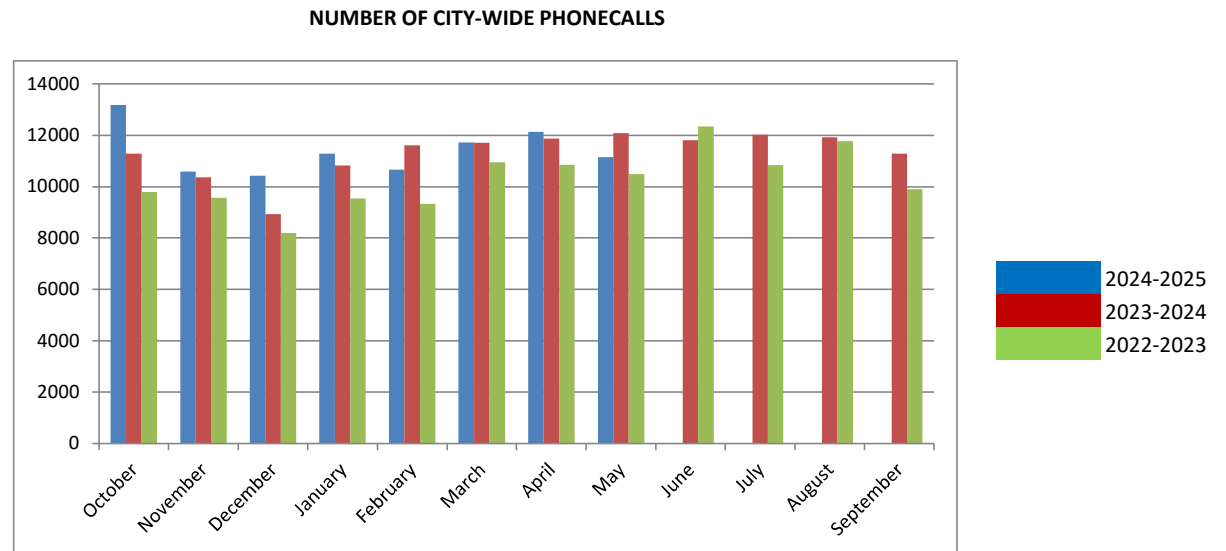


Website Visit by Device Type Comparison

	1st Q 2023	1st Q 2024	1st Q 2025	2nd Q 2023	2nd Q 2024	2nd Q 2025	3rd Q 2023	3rd Q 2024	3rd Q 2025	4th Q 2023	4th Q 2024	4th Q 2025
Desktop	42.5%	44.7%	39.0%	40.5%	43.7%	40.9%	44.1%	39.7%		38.8%	41.4%	
Smartphone	55.3%	53.4%	57.9%	57.4%	54.4%	56.6%	54.0%	57.3%		47.9%	55.9%	
Tablet	2.2%	1.8%	2.3%	2.1%	1.9%	2.0%	1.6%	2.3%		7.3%	2.3%	
Other		0.0%	0.6%		0.0%	0.5%	0.0%	0.7%		20.0%	0.1%	

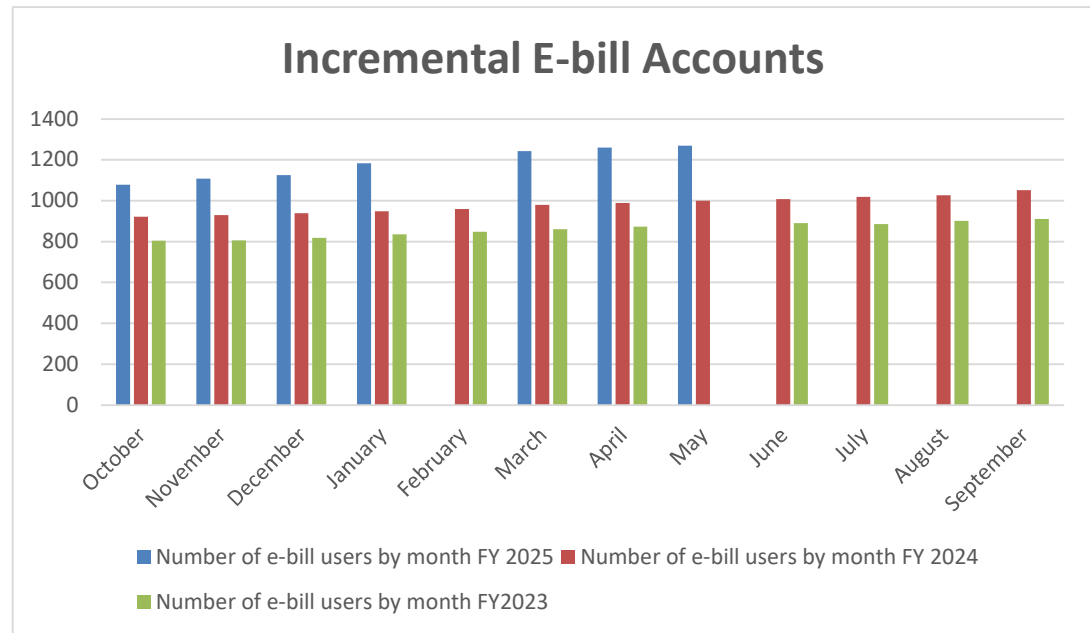


	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
October	13,174	11,286	9,789
November	10,591	10,370	9,564
December	10,419	8,932	8,197
January	11,291	10,820	9,543
February	10,664	11,612	9,338
March	11,721	11,703	10,946
April	12,138	11,869	10,851
May	11,151	12,087	10,489
June		11,809	12,351
July		12,019	10,843
August		11,919	11,775
September		11,293	9,897



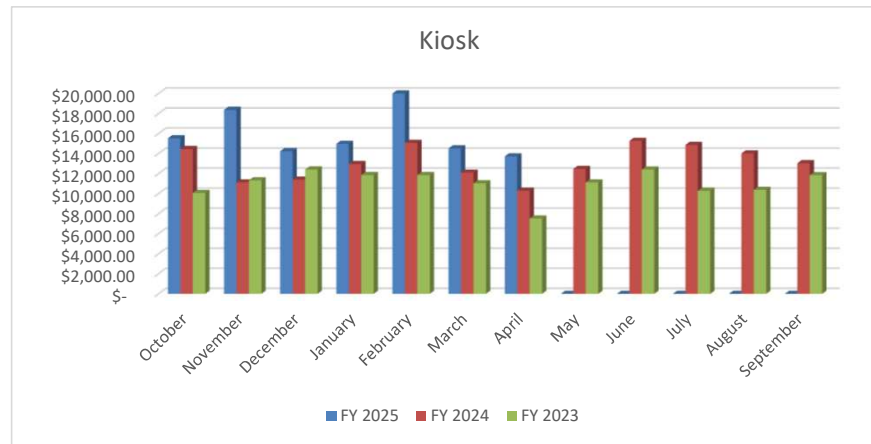
Number of e-bill users by month

	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY2023</u>
October	1078	922	804
November	1107	929	805
December	1125	939	818
January	1183	948	835
February		959	848
March	1243	979	861
April	1259	988	873
May	1269	999	
June		1008	890
July		1019	886
August		1026	901
September		1051	910



Kiosk

	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
October	\$ 15,527.43	\$ 14,452.23	\$ 10,067.50
November	\$ 18,366.36	\$ 11,121.83	\$ 11,339.44
December	\$ 14,241.27	\$ 11,401.43	\$ 12,409.30
January	\$ 14,970.22	\$ 12,953.63	\$ 11,856.78
February	\$ 63,105.28	\$ 15,069.97	\$ 11,856.78
March	\$ 14,515.99	\$ 12,091.93	\$ 11,032.47
April	\$ 13,719.58	\$ 10,302.51	\$ 7,514.64
May	\$ -	\$ 12,472.31	\$ 11,120.90
June	\$ -	\$ 15,266.47	\$ 12,405.61
July	\$ -	\$ 14,865.64	\$ 10,289.44
August	\$ -	\$ 14,014.91	\$ 10,380.86
September	\$ -	\$ 13,041.75	\$ 11,842.84



Miscellaneous Billing Invoice Aging Report

Aging Date 05/31/2025

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	4750.00	4,750.00
# 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	.00	.00	.00	2380.00	2,380.00
# 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	3180.00	.00	4640.00	600.00	8,420.00
# 6121 - Christine Smith	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 4165 - Roy Mizell & Kurtz Funeral Home	Reservation of Burial Plot	.00	3625.00	.00	.00	.00	3,625.00
# 4246 - Fuller Brothers Funeral Home	Reservation of Burial Plot	.00	1500.00	.00	.00	.00	1,500.00
# 5182 - A Good Shepherd's Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 6254 - Samuel Funeral Home	Reservation of Burial Plot	.00	15595.00	.00	.00	.00	15,595.00
# 6173 - Pax Villa FH Miami	Reservation of Burial Plot	.00	7250.00	3990.00	.00	.00	11,240.00
# 6071 - Bells Funeral Services	Reservation of Burial Plot	.00	.00	3990.00	.00	625.00	4,615.00
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00	5810.00	.00	.00	3990.00	9,800.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$40,950.00	\$7,980.00	\$4,640.00	\$33,285.00	\$86,855.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	.00	1140.00	240.00	600.00	15734.00	17714.00
Bulk Trash Pk Up		\$0.00	\$1,140.00	\$240.00	\$600.00	\$15,734.00	\$17,714.00
Invoice Type - FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	25.00	.00	.00	.00	2,000.00	2,025.00
False Alarm Totals		\$25.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,025.00
Invoice Type - FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Managemnet	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	254,485.00	254,485.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$271,785.00	\$271,785.00
Invoice Type - GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	15,796.99	15,796.99
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	179,395.52	179,395.52
# 6155 - Florida Dept of Emergency	2024-00000001	.00	.00	.00	.00	49,875.00	49,875.00
# 6168 - Florida Dept. of Emergency	2024-00000002	.00	.00	.00	.00	50,000.00	50,000.00
# 6168 - Florida Dept. of Emergency	2025-00000002	.00	.00	12,000.00	.00	.00	12,000.00
# 6168 - Florida Dept. of Emergency	2024-00000003	.00	.00	.00	.00	50,000.00	50,000.00
Grant Federal Totals		\$0.00	\$0.00	\$12,000.00	\$0.00	\$345,067.51	\$357,067.51
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	11,340.00	15,918.48	11,340.00	.00	58,009.43	96,607.91
Miscellaneous Totals		\$11,340.00	\$15,918.48	\$11,340.00	\$0.00	\$78,251.43	\$116,849.91
Grand Totals							
Grand Totals		\$11,365.00	\$58,008.48	\$31,560.00	\$5,240.00	\$1,849,403.09	\$1,955,576.57

Business Tax Receipt Activity - May 2025

Out of Business/Inactive	# of BTRs	Dollar Amount
Florida Truck Town	1	\$ 611.75
Robert Jutras	1	\$ 31.50
Total Out of Business/Inactive	2	\$ 643.25

New Approved Applications	# of BTRs	Dollar Amount
Abraham Felix	1	\$ 31.50
Gabrielle Marisa Gutt	1	\$ 118.13
Cheers Distributors Inc	1	\$ 520.00
Diversified Portfolio Inc	1	\$ 467.50
Deer Properties LLC	2	\$ 31.50
Denis Albert	1	\$ 180.75
Faraldo Enterprises	1	\$ 513.38
Florida Truck Town	1	\$ 513.38
Gayle Apartments Inc	1	\$ 31.50
Hatteland Technology Inc	1	\$ 533.13
Idaniel Vazquez	1	\$ 118.13
Kairos Roofing LLC	1	\$ 520.00
KB International Trading Corp	1	\$ 677.50
Logix Health Inc	1	\$ 700.63
Manzaliko LLC	1	\$ 180.75
Meltink3D	1	\$ 546.25
NSLA Investments LLC	1	\$ 191.25
Osher Rebibo	1	\$ 31.50
Puya Urban Cantina LLC	1	\$ 672.50
Sara Meir	1	\$ 31.50
Skyhanger II Corp	1	\$ 424.50
Stephen Jutras	1	\$ 15.75
Styles by Jeanne LLC	1	\$ 467.50
The Good Guatemalon LLC	1	\$ 65.63
Yoni Management LLC	2	\$ 335.75
Total New Applications	27	\$ 7,919.91

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	368	\$ 137,162.80
Paid Renewals	2,874	\$ 1,012,856.56
Total BTRs as of 05/30/2025	3,242	1,150,019.36 **

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

Water Fund	Monthly Utility Account Activity	MISC
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	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2024	2025	2024	2025	2024	2025	# of Accts		
Oct	3,114.00	44,966.16	1,450.00	3,125.00	2,660.00	3,010.00	602.00	45	47
Nov	-		-	1,557.00	2,865.00	2,890.00	578.00	35	39
Dec	6,228.00	19,168.00	-	1,550.00	2,630.00	2,103.20	420.64	59	48
Jan	-		-		2,995.00	3,846.56	769.31	40	48
Feb	10,241.00	26,469.00	-	1,450.00	2,850.00	3,540.00	708.00	55	40
Mar	1,557.00	3,114.00	1,450.00	2,900.00	2,770.00	2,899.76	579.95	40	50
Apr	-	3,114.00	-	4,550.00	2,255.00	2,685.00	537.00	57	58
May	2,900.00	1,557.00	-	1,450.00	2,480.00	2,560.00	512.00	67	56
Jun	12,456.00		1,750.00		3,005.00		#VALUE!		39
Jul	-		75.00		2,640.00		#VALUE!		43
Aug	63,837.00		1,935.00		2,705.00		#VALUE!		48
Sept	196,961.00	-	2,900.00		3,065.00		#VALUE!		56
Total	\$ 297,294	\$ 98,388	\$ 9,560	\$ 16,582	\$ 32,920	\$ 23,535	#VALUE!	398	572

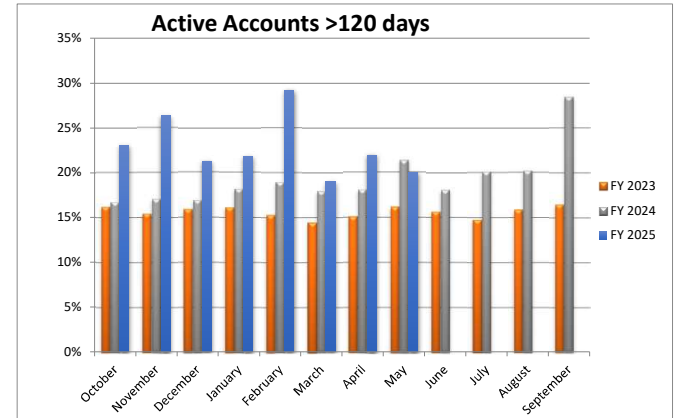
#VALUE! # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

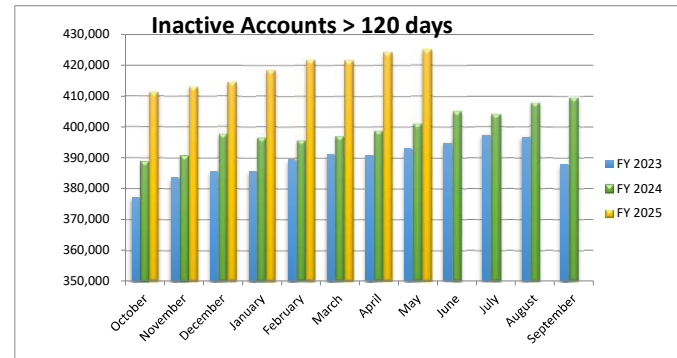
	FY 2023			FY 2024			FY 2025		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	184,989	\$ 1,140,696	16%	207,794	\$ 1,241,355	17%	286,955	\$ 1,243,012	23%
November	186,463	1,205,526	15%	216,614	1,267,676	17%	307,108	1,164,508	26%
December	188,661	1,186,620	16%	214,935	1,270,207	17%	278,087	1,308,024	21%
January	188,029	1,165,000	16%	220,340	1,211,794	18%	278,766	1,278,238	22%
February	185,376	1,210,890	15%	231,139	1,217,188	19%	263,943	903,782	29%
March	183,535	1,267,253	14%	235,434	1,310,333	18%	253,837	1,336,359	19%
April	190,502	1,262,289	15%	236,352	1,307,061	18%	261,377	1,190,163	22%
May	189,684	1,172,418	16%	262,509	1,229,203	21%	260,498	1,299,714	20%
June	184,340	1,178,310	16%	247,808	1,372,056	18%	#DIV/0!		
July	190,677	1,288,709	15%	261,459	1,298,366	20%	#DIV/0!		
August	198,874	1,252,551	16%	252,820	1,250,659	20%	#DIV/0!		
September	203,881	1,235,287	17%	360,091	1,263,892	28%	#DIV/0!		
Annual Avg	\$ 189,584	\$ 1,213,796	16%	\$ 245,608	\$ 1,269,983	19%	\$ 273,821	\$ 1,215,475	#DIV/0!

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



INACTIVE ACCOUNTS

	FY 2023			FY 2024			FY 2025		
	>120 Past Due	% +/-		>120 Past Due	% +/-		>120 Past Due	% +/-	
October	377,040	3%		388,922	5%		411,308	5%	
November	383,454	2%		390,867	5%		413,066	5%	
December	385,515	3%		397,662	4%		414,412	4%	
January	385,601	3%		396,459	5%		418,252	5%	
February	389,237	2%		395,697	6%		421,766	6%	
March	391,059	2%		397,067	6%		421,614	6%	
April	390,781	2%		398,812	6%		424,262	6%	
May	392,882	2%		401,076	6%		425,057	6%	
June	394,781	3%		405,003	#DIV/0!				
July	397,219	2%		404,194	#DIV/0!				
August	396,674	3%		407,690	#DIV/0!				
September	387,690	5%		409,329	#DIV/0!				
Annual Avg	\$ 389,328	3%		\$ 399,398	5%		\$ 418,717	5%	



City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/24 (Unaudited)

(Uses) / Additions:

----- General Fund -----		
	<u>Contingency</u>	<u>Unassigned Fund Balance</u>
Balance 10/1/24 (Unaudited)	\$ 250,000	\$ 27,231,349
October	-	499,683
November	-	-
December	-	-
January	(950)	177,000
February	(6,000)	-
March	(5,000)	50,000
April	(800)	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	(12,750)	726,683
Sub-Total Available	237,250	27,958,032
<u>Other Considerations</u>		
GFOA/City Commission 25% Reserve		(20,977,106)
Estimate of Availability at 01/15/2024	\$ 237,250	\$ 6,980,927

City of Dania Beach

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

Original Budget	\$	325,000	
Amendment		(75,000)	Veterans Park
Uses:			

	Total	
Oct	-	
Nov	-	
December	-	
January	(950)	Fee Waiver - MLK Gala for IT Parker
	(1,350)	Fee Waiver - Four Chaplains - IT Parker
February	(6,000)	Prestige Club - Etiquette (DE, Collins, Olsen)
March	(5,000)	BLC Annual Installation Gala
	(4,000)	Dan Marino Foundation - Sponsorship
April	(800)	Prestige Club - Dania Elementary Additional
	(4,000)	National Day of Prayer - Commission
	(5,000)	Arbor Day - Commission
May	-	
June		
July		
August		
September		
Balance Remaining	\$	222,900

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/23</u>	27,231,349	
Uses: #389-90-01			
October	499,683		Carryovers/P.O.'s etc.
November	-		
December	-		
January	177,000		FY24-25 Funding for One Stop Aquatic Safety
February	-		
March	50,000		FIND Boat Ramp Grant Gen Fund Match
April	-		
May			
June			
July			
August			
September			
Total Uses (Sources)		<u>726,683</u>	
Estimated Balance Available 09/30/24		<u>\$ 27,958,032</u>	
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve		(13,000,000) est.	
Estimate of Availability at 09/30/24		<u><u>14,958,032</u></u>	



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 10, 2025 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Davis called the meeting to order at 7:02 p.m.

Present:

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 R.E.A.C.H. Program Presentation by Kelly Sharaby - *City Manager*

Kelly Sharaby provided an update on the R.E.A.C.H. program at Olsen Middle School.

3.2 Special Event Application:

- Dania After Dark 2025-2026
- Panther Fireworks (Arthur Shaw)
- Juneteenth Freedom Day

There was Commission consensus to approve the special event applications.

3.3 Mr. Todd Storti, Executive Director, Broward County Solid Waste Authority -
Sponsored by Commissioner Ryan

This item was heard after item 4.1.

There was Commission consensus to allow both presentations to be heard.

Commissioner Ryan introduced the item.

Mr. Storti provided a PowerPoint presentation on the Draft Regional Solid Waste and Recycling Master Plan Update.

3.4 Mr. Lucdwin Luck, Office of External Affairs, Florida Department of Financial Services - *Sponsored by Commissioner Ryan*

Commissioner Ryan introduced the item. Mr. Luck provided a PowerPoint presentation and spoke regarding consumer services and insurance agent and agency services.

3.5 Request for Proclamation Approval - Code Enforcement Officers' Appreciation Week - June 5-9, 2025

This item was heard after item 3.3.

There was Commission consensus to approve the proclamation request.

4. PROCLAMATIONS

4.1 Code Enforcement Officers' Appreciation Week Proclamation - June 5-9, 2025 -
Community Development

This item was heard after item 3.5.

Mayor Davis read the proclamation into the record and presented it to the Code Enforcement Officers.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- 65 active city projects
- New sign at P.J. Meli park
- PAFR
- Water meter project
- 2nd Annual Core Conversations series
- Recruitment of Deputy Director of Finance, Barbara Albritton Trinko, CPA/MBA
- AFSCME negotiations and ratification of contract

- Taxable Values Report
- Marketing Team visibility for the city

5.2 City Attorney

City Attorney Boutsis introduced the intern for the City Attorney's office. Olivia Donnellan introduced herself.

5.3 City Clerk - Reminders

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

- June 24, 2025 City Commission Meeting - 7 p.m.
- July 8, 2025 - CRA Board Meeting - 6 p.m.
- July 8, 2025 City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala provided an update on recent criminal activity in the city. He spoke about the Dania Pointe Operational Plan for the summer break and advised that they have conducted over 182 area checks between the city parks, city hall and the parking garage and reported there have been zero issues.

City Manager Garcia commended Chief Tarala on all his hard work and dedication to making the city safe.

Fire Chief Pellecer reported that the safety inspections are at a 62% completion rate for the fiscal year and they have performed 285 inspections in the month of May. He spoke about the Safety Saturday Hands-on CPR class and said that Mayor Davis was one of the first to receive her certificate of competition. The CAAS accreditors came last week and inspected the fire station and rescue trucks and spoke to the firefighters at the station. They reported that our men and women were the most prepared people for this inspection, and he is proud that they know their job and serve our city. The new recruits will be participating in high rise training at Dania Pointe and he thanks Dania Pointe for their partnership and said he will make sure they are there again this year for the Dania Pointe 5k Fun Run Under the Sun.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Lance Getreider - 126 NE 2 Ave
- Saasha Wheeler – 121 NW 33rd Terrace, Ft. Lauderdale

8. CONSENT AGENDA

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

8.1 Minutes: May 27, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2025-_____

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

Approved under consent agenda.

8.4 RESOLUTION NO. 2025-_____

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

Approved under consent agenda.

9. **BIDS AND REQUESTS FOR PROPOSALS**

9.1 RESOLUTION NO. 2025-_____

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

City Attorney Boutsis read the title of the resolution.

Deputy Director of Public Services Sean Schutten introduced the item.

Commissioner Lewellen commented that she has received positive feedback on the company performing the work.

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

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

None.

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2025-_____

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

City Attorney Boutsis read the title of the ordinance.

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

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

12.2 ORDINANCE NO. 2025-_____

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

SECTION 505-140, ENTITLED “SIGNS EXEMPT FROM CERTIFICATE OF COMPLIANCE REQUIREMENT”; AND TO SUBSTANTIALLY REVISE SECTION 505-190, ENTITLED “SIGNAGE REVIEW” TO REMOVE THE APPROVAL PROCESS AND FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance.

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

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

12.3 ORDINANCE NO. 2025-_____

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

City Attorney Boutsis read the title of the ordinance.

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

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

13. DISCUSSION AND POSSIBLE ACTION

There were no discussion and possible action items on this agenda.

14. APPOINTMENTS

There were no appointments on this agenda.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen mentioned that Dr. Jackson will be leaving Collins Elementary and a new principal will be coming in. She wished Dr. Jackson well in her new school. She reported that the County Commission voted to approve surtax dollars to the city towards transit transportation projects. She wished everyone a Happy Father's Day.

15.2 Commissioner Rimoli

Commissioner Rimoli echoed Commissioner Lewellen's thoughts about Dr. Jackson and noted that she will be present at the next Commission Meeting to be recognized for her years of service to the city. He commented on Linear Park and how beautiful it looks and commended the Parks and Recreation staff and said Bill would be very proud.

15.3 Commissioner Ryan

Commissioner Ryan reported on the Broward League of Cities dinner and awards show and congratulated Mayor Davis on being the First Vice President. He wished everyone a great summer and is looking forward to the summer camp programs and sports programs. He thanked the presenters for tonight and said he appreciates the Commissions input to both presenters and stated they can reach out to either of them if there are any further questions. He reminded everyone of the Municipal Leaders and City Staff meeting tomorrow and encouraged the Commission to attend.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino had no comments.

15.5 Mayor Davis

Mayor Davis thanked Commissioner Rimoli for bringing forward the agenda item recognizing Dr. Jackson. She commended Liz Molina for providing jewelry sets for the Olsen Middle School eighth-grade girls for graduation and spoke about the 2025 Olsen Middle School Prom at the I.T. Parker Center and said the renovation of I.T. Parker was one of the best investments for the city. She thanked Gracefully Aging for the invitation for their farewell breakfast and thanked her colleagues for supporting the Simply Healthcare Wellness event on August 5, 2025. She thanked Parks and Recreation for the marketing of the 5k Walking Club and commended Anthony Ifedi for his assistance in getting the communication out and growing the walking club. She commented that her and Commissioner Ryan attended the 75th Anniversary for the Women's Auxiliary at American Legion Post 304 and that it is always good to support our veterans and Post 304. She spoke about attending the 2025 annual awards ceremony for MIASF and a potential partnership opportunity. She thanked Chief Human Resources Officer, Linda Gonzalez, for all she does for Thriving Thursdays and congratulated Commissioner Ryan and Commissioner Rimoli for being the first and second alternates for the Broward League of Cities and said they asked the city to consider adding it as a budget line item. She spoke about the Creation Station classes for adults and commented that she wants to include more information on the classes to increase attendance as the last class was not well attended. She commended Chris Lottier for her assistance with a resident whose items were lost on the beach, and she thanked Maxine Singh for all that she does and said she appreciates the entire city staff.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 8:47 p.m.

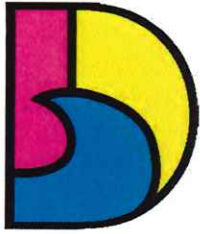
ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**City of Dania Beach
City Commission Discretionary Funds
Use Request Form**

Recipient: Mayor Joyce L. Davis and
Simply Healthcare Request Date: 6.12.25 Agenda Date: 6.24.25

Request Sponsor: Mayor Joyce L. Davis Request Amount: \$1050

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

Simply Healthcare 2025 Senior Health & Wellness Tour, is an initiative designed to bring seniors together for engaging wellness activities, educational workshops, and community connection.

Description of how the funds will be used/deliverables:

Funds are for the rental of the I.T. Parker Center for August 5, 2025.

Request is for \$1050 from Mayor Joyce L. Davis's discretionary use funds.

Submitted by: Maxine Singh, Chief of Staff

Date of submission: 6.17.25

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Yeimy Guzman

Digitally signed by Yeimy Guzman
Date: 2025.06.17 11:17:30 -04'00'

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

Today is Thursday, June 12, 2025

View Invoice

CRM+

Notes0

Documents0

Tasks0

Invoice #0016126

Edit

Actions

Created: 6/3/2025 1:42 PM

Customer	Invoice Date	Due Date	Invoice #	Status	Total
Melissa Dunn	6/3/2025	6/3/2025	0016126	OPEN	\$1,050.00

Item	Qty.	Unit Price	Amount	Sec Dep.	Sales Tax	Amount Due	Amount Paid
I.T. Parker 8/5/2025 Mayor Davis Partnership with Simply Healthcare Wellness Tour Details	1	400.00	400.00	500.00		900.00	0.00
I.T. Parker Center Cleaning Fee 8/5/2025 IT Parker Cleaning Fee Details	1	150.00	150.00	0.00		150.00	0.00

Sub Total

\$1,050.00

Sales Tax

\$0.00

Total

\$1,050.00

Less Amount Paid

(\$0.00)

Amount Due

\$1,050.00

Make a Payment

Notes

Payments

History

Add New Note

Support Center

Flex Calendar

Print Version

Go To Check In

Go To POS

Go To FlexForms

Quick Actions

Portal Actions

Shopping Cart

0 pending item(s)

Racosta

Resources



City of Dania Beach City Attorney Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Modification to City of Dania Beach Logo Policy

Request:

To modify the City's Logo Policy to clarify that once an event becomes an annual event, the event organizer does not have to request, annually, to use the City's Logo in advertising, fliers, etc.

Background:

Dania Pointe runs an annual 5K event with the City's Logo. As the City annually provides contribution (in kind or otherwise) to the event, the event organizers should not be required to annually request to use the City's logo. The clarification to the Logo Policy reflects this change. The language change to the policy would be to include the following language:

As specific events become annual activities the City participates in, the event will be considered one of the City's events and will not require annual approval of the use of the City's Logo.

Budgetary Impact

None.

Recommendation

This is a policy decision for the City Commission.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO.'S 2018-031, 2018-043, AND 2025-023, RELATING TO THE CITY'S BRAND DESIGN AND LOGO, TO CLARIFY WHEN THE LOGO CAN BE USED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 27, 2018, the City Commission adopted Resolution No. 2018-031, which adopted the City's new logo, design, seal, tagline, brand statement, brand standards and plan; and

WHEREAS, on February 25, 2025, the Cit adopted Resolution No.: 2025-023, which provided further clarity on the use of the City's logo; and

WHEREAS, the City seeks to provide further clarity that once an event is approved for use of the City logo, and after several years of continued sponsorship by the City, the City shall consider the event an authorized event that does not require annual request for use of the City's logo as it will be in the City's repertoire of sponsored events; and

WHEREAS, the City seeks to clarify the logo policy as indicated below.

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

Section 1. That the above "WHEREAS" clauses are 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 decides who and when the City can use the Logo, which currently includes entry-way signs, labelling on banners, uniforms, and events. All other uses must be approved by the City Commission. The City seeks to clarify that any event that the City sponsors or provides budgeted funds for shall be authorized to use the City's logo. Any use of discretionary funds of the City Commission shall provide for a request to use the City's logo, on a case-by-case basis. As specific events become annual activities the City participates in, the event will be considered one of the City's events and will not require annual approval of the use of the City's Logo. Additionally, should the city administration authorize media related articles to publish, the article may contain the City's logo (i.e. Greater Florida or Business View articles).

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO APPROVE AN ADDENDUM TO THE MOU
BETWEEN THE CITY AND THE BROWARD SHERIFF'S OFFICE TO SERVE
AS THE LEAD AGENCY TO ADMINISTER THE FY22 JUSTICE
ASSISTANCE GRANT PROGRAM

Request:

The Public Services Department (PSD) requests a resolution authorizing the City to enter into an addendum to the Memorandum of Understanding Agreement (MOU) between the City of Dania Beach (City) and the Broward Sheriff's Office (BSO) to serve as the lead agency for the FY22 Justice Assistance Grant (JAG) Program.

Background:

Several cities in Broward County apply for and receive grant funds annually from the United States Department of Justice (DOJ) JAG Program. Under an existing MOU, BSO provides law enforcement services to participating cities and administers the JAG Program on their behalf.

On February 28, 2023, the City Commission approved Resolution 2023-021, authorizing a sub-agreement with Broward County for the distribution of the FY22 JAG funds to participating agencies. As a sub-recipient, the City of Dania Beach was allocated \$16,410.04. Subsequently, in September 2023, Broward County entered a subgrant agreement authorizing BSO to serve as the lead agency to administer the grant on behalf of Broward County. This was formalized through an Addendum to the Subgrant Award Agreement for the FY22 JAG Program on May 15, 2024.

As the lead agency, BSO will act as the fiscal agent responsible for managing and distributing all funds received under the FY22 JAG Program. In connection with this role, BSO requires each participating agency to execute the 2022 Edward Byrne Justice Assistance Local Solicitation Grant Memorandum of Understanding Agreement. The agreement is attached hereto as Exhibit "A."

Budgetary Impact

The addendum to the MOU for the FY22 Edward Byrne Memorial Justice Assistance Grant Program has no fiscal impact on the City.

Recommendation

PSD recommends that the City Commission adopt a resolution to approve an addendum to the MOU between the City and BSO to serve as the lead agency to continue to administer the FY22 JAG Grants Program.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD SHERIFF'S OFFICE FOR THE FY 2022 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (JAG); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach (City) is eligible to receive funding from the United States Department of Justice (DOJ) under the FY22 Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, on February 28, 2023, the City of Dania Beach City Commission approved Resolution No. 2023-021 authoring a subgrant agreement with Broward County for the distribution of FY22 JAG funds; and

WHEREAS, Broward County selected BSO through an MOU to administer the program and to serve as the fiscal agent for the distribution of all funds received for the JAG Program; and therefore, will be requiring the participation agencies to enter into a 2022 Edward Byrne Justice Assistance Local Solicitation Grant Memorandum of Understanding Agreement as they will take the lead in the administration of this grant. See attached as Exhibit, "A".

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

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

Section 2. That the City Commission of the City of Dania Beach, Florida authorizes the proper City officials to execute the addendum to the FY 2022 Edward Byrne Justice Assistance Local Solicitation Grant Memorandum of Understanding Agreement between the City and BSO.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is being executed by Broward County (“County”) and the following participating agencies (hereinafter “Participating Agencies”):

City of Coral Springs	City of Plantation	City of Lauderdale Lakes
City of Dania Beach	City of Sunrise	City of Lauderhill
Town of Davie	City of Tamarac	City of Miramar
City of Hallandale Beach	City of Deerfield Beach	City of Pembroke Pines
City of North Lauderdale	City of Fort Lauderdale	City of Pompano Beach
City of Oakland Park	City of Hollywood	

A. County has been identified as a “disparate” county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY22 Edward Byrne Memorial Justice Assistance Grant (hereinafter “JAG Grant”).

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number 15PBJA-22-GG-02086-JAGX.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County’s Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice (“DOJ”).
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. Funding. If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff's Office ("BSO") for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
City of Coral Springs	\$ 14,725
City of Dania Beach	\$ 16,410
Town of Davie	\$ 20,974
City of Hallandale Beach	\$ 15,425
City of North Lauderdale	\$ 17,318
City of Oakland Park	\$ 21,491
City of Plantation	\$ 16,826
City of Sunrise	\$ 14,829
City of Tamarac	\$ 13,948
Broward County	\$ 64,330.11 *
City of Deerfield Beach	\$ 25,017
City of Fort Lauderdale	\$ 84,567
City of Hollywood	\$ 35,284.05
City of Lauderdale Lakes	\$ 23,773
City of Lauderhill	\$ 45,472
City of Miramar	\$ 25,821
City of Pembroke Pines	\$ 22,762
City of Pompano Beach	\$ 67,742
Total Award Amount	\$ 546,715

*The Broward County subgrant award amount includes a 7.02% administrative fee.

6. For the FY22 JAG Grant, County will retain 7.02% (\$38,379.39) of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. Term and Termination. This MOU shall commence retroactive to October 1, 2021, and end on September 30, 2025. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency agrees to adhere to the requirement standards set forth in the Office of Justice Programs' Financial Guide, as amended and Federal OMB Circular A-133, as applicable, and all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

13. Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Form JAG MOU
File #615575
11/02/22

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING

PARTICIPATING AGENCY

CITY OF DANIA BEACH



ATTEST:

**Thomas
Schneider**

CITY CLERK

Digitally signed by
Thomas Schneider
Date: 2023.03.01
15:20:24 -05'00'

By: **Archibald J.
Ryan IV**
CITY MAYOR / ~~CITY MANAGER~~

Digitally signed by
Archibald J. Ryan IV
Date: 2023.03.01
15:11:39 -05'00'

Archibald J. Ryan IV

Print Name

1st day of March, 20 23

I HEREBY CERTIFY that I have approved this
MOU as to form and legal sufficiency subject
to execution by the parties:

Eve A. Boutsis

Digitally signed by Eve A. Boutsis
Date: 2023.03.01 14:43:42 -05'00'

City Attorney



BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

This Broward County Standard Subgrant Award Agreement ("Subgrant Award Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Dania Beach, a political subdivision of the State of Florida ("Subrecipient"). County and Subrecipient are individually referred to as a "Party" and collectively as the "Parties."

Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A ("Grant").

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative attached as Exhibit B.

C. Subrecipient desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by Subrecipient in accordance with the Grant and this Subgrant Award Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
2. Standard Subgrant Award Terms and Conditions. By signing this Subgrant Award Agreement, Subrecipient represents that it has read the Grant (Exhibit A) and County's Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") (available online at <http://www.broward.org/GrantTerms>) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. Subgrant Award. Subrecipient will implement the program(s) described in Subrecipient's Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for Subrecipient's performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. Funding. The maximum amount payable to Subrecipient under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. Subrecipient shall

invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. Subrecipient must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. Subrecipient may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. Subrecipient represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by Subrecipient to County (collectively, "Reporting Obligations"). Subrecipient shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation
Federal Award Identification Number ("FAIN")	15PBJA-22-GG-02086-JAGX
Subrecipient's Unique Entity Identifier	U56KXBHZUBK9
Federal Award Date to County	September 22, 2022
Grant Award amount to County	\$546,715.00
Subgrant Award Amount	\$17,649
Amount or percentage of Subgrant Award retained by County for administrative expenses	7.02%
Total amount of Grant Funds committed to Subrecipient by County	\$16,410.04
Is any portion of the Grant federally funded? (if yes, Subrecipient must comply with federal requirements in the Subgrant Award Terms)	☐ No ☒ Yes: Amount: <u>\$546,715.00</u> Awarding Agency: U . S . Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Insurance (only applicable if box is checked).	☐ If checked, Subrecipient must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.

Is this award for research & development?	☒ No ☐ Yes
Assistance Listings number (the federal program that provided the Grant)	16.738 Edward Byrne Memorial Justice Assistance Grant Program
Subgrant period of performance start and end date ("Project Period")	October 1, 2021 – September 30, 2025
Subrecipient Invoicing Schedule	Subrecipient must submit invoices for reimbursement no more than once per month and within fifteen (15) days after the end of the month when Services were performed. A final invoice must be submitted within thirty (30) days after the expiration or earlier termination of this Agreement.
Subrecipient's address and contact information for Notices and payment	Ana M. Garcia, ICMA-CM City Manager City Manager's Office 100 W. Dania Beach Blvd Dania Beach, Florida 33004 954-924-6808 agarcia@daniabeachfl.gov
Performance Report requirements	Semi-annual
Additional/Subgrant Award Program Guidelines (if any)	DOJ Award Conditions attached as Exhibit A, including the applicable DOJ Financial Guidelines.
Subgrant Program Description and Scope of Services Summary	
Dania Beach will utilize awarded JAG Funds for overtime expenses related to a conveyance and business burglary prevention initiative. These funds will allow the Dania Beach to conduct plainclothes and unmarked surveillance in locations that are experiencing an increase in the above crimes. These locations will be identified through our regional crime analyst who will provide current data regarding times, dates and location of crimes. Deputies and Detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses. Deputies and Detectives will also meet with business owners throughout Dania Beach and conduct CPTED (Crime Prevention Through Environmental Design) surveys.	
Additional Subgrant Award Terms (if any)	
Subrecipient must submit all invoices and Reporting Obligations as specified in the Subgrant Award Terms unless otherwise indicated by County in writing.	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of October, 2022, and City of Dania Beach, signing by and through its representative, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
FY22 Dania Beach
File #615597
11/02/22

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

CITY OF DANIA BEACH



ATTEST:

Thomas
Schneider

Digitally signed by Thomas Schneider
Date: 2023.03.01 15:22:19 -05'00'

CITY CLERK

By: Archibald J.
Ryan IV

Digitally signed by
Archibald J. Ryan IV
Date: 2023.03.01
15:22:06 -05'00'

CITY MAYOR / ~~CITY MANAGER~~

Archibald J. Ryan IV

Print Name

1st day of March, 2023

____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
MOU as to form and legal sufficiency subject
to execution by the parties:

Eve A.
Boutsis

Digitally signed by Eve A.
Boutsis
Date: 2023.03.01
15:21:53 -05'00'

City Attorney

✓ Award Letter

September 22, 2022

Dear Monica Cepero,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by BROWARD, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$546,715.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in

office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

BROWARD, COUNTY OF

UEI

P62KF2SJJ237

Street 1

115 S ANDREWS AVE RM 409

Street 2

City

FORT LAUDERDALE

State/U.S. Territory

Florida

Zip/Postal Code

33301

Country

United States

County/Parish

Province



Award Details

Federal Award Date

9/22/22

Award Type

Initial

Award Number

15PBJA-22-GG-02086-JAGX

Supplement Number

00

Federal Award Amount

\$546,715.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)



I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial
Justice Assistance Grant Program - Local
Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13688927

Grant Manager Name Phone Number

Tamaro White 202-597-7548

E-mail Address

Tamaro.White@usdoj.gov

Project Title

Broward County/Broward Sheriff's Office 2022 JAG Project

**Performance Period Start
Date**

10/01/2021

**Performance Period End
Date**

09/30/2025

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.



I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other

pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de

minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that

receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or

any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or

change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

 40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

 41

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

 42

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

 44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the

following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

 47**Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

 48**Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

 49**Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021**

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

 50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)☐

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/18/22 3:44 PM

Authorized Representative

☐

Entity Acceptance

Title of Authorized Entity Official

County Administrator

Signed Date And Time

**Exhibit B
Program Narrative**

AGENCY: City of Dania Beach

PROJECT NAME: Conveyance and Business Burglary Prevention Initiative

PROJECT ABSTRACT

Dania Beach will utilize awarded JAG Funds for overtime expenses related to a conveyance and business burglary prevention initiative. These funds will allow the Dania Beach to conduct plainclothes and unmarked surveillance in locations that are experiencing an increase in the above crimes. These locations will be identified through our regional crime analyst who will provide current data regarding times, dates and location of crimes. Deputies and Detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses. Deputies and Detectives will also meet with business owners throughout Dania Beach and conduct CPTED (Crime Prevention Through Environmental Design) surveys. These surveys will assist in identifying ways to improve the security of facilities and parking lots.

GOALS:

- To reduce the amount of conveyance and business burglaries and apprehend those responsible.
- To monitor known offenders and reduce the likelihood of them committing more crimes.
- Support the retention of the regional crime analyst.

OBJECTIVES/STRATEGIES:

- Conduct surveillance on locations that have experienced an increase in conveyance and business burglaries.
- Meet with business owners and conduct CPTED surveys of their property in order to “Target harden” facilities and parking lots.

IDENTIFIERS:

- Conveyance Burglaries
- Business Burglaries
- Repeat Offender

PROJECT NARRATIVE:

STATEMENT OF THE PROBLEM: (Description of the Issue)

Currently, the City of Dania Beach is the home to numerous construction projects such as several

hotels, a casino, roadway improvements, and beach revitalization. Also, the Dania Pointe project which is a 102 acre of premier development with almost 1 million square feet of retail and restaurants in addition to offices, hotels, luxury apartments and public entertainment venues. The city has various main thoroughfares running through and around it such as; State Road 7, I-95, I-595, State Road 84, Federal Highway and Florida's Turnpike. Dania Beach also borders Fort Lauderdale International Airport and Port Everglades. This causes large amounts of vehicular traffic and vacationers to pass through or lodge in the city. During Dania Beach's growth, there has been an increase in conveyance and business burglaries. In 2021 (January thru mid-July) there have been a total of 135 conveyance burglaries reported. In 2021 (January thru mid-July) there have been a total of 25 business burglaries reported. A majority of the cases stem from the numerous parking lots and commercial areas located within the city.

PROJECT DESIGN AND IMPLEMENTATION:

The Conveyance and Business Burglary Prevention Initiative is designed to conduct surveillance on locations that have experienced an increase in conveyance and business burglaries. In addition, law enforcement officers will meet with business owners and conduct CPTED surveys of their property in order to "Target harden" facilities and parking lots.

Covert surveillance will be conducted by assigned personnel at locations determined by the data provided by the Regional Crime Analyst. All activity (Field interviews, citations and arrests) will be documented by each employee on an end of shift report. Any suspects detained will be interviewed/debriefed by a detective. Assigned personnel will meet with surrounding jurisdictions to discuss crime trends and possible suspects.

Law Enforcement will conduct covert surveillance by assigned personnel at locations determined by the data provided by the Regional Crime Analyst. All activity will be routed via Computer aided Data (CAD) dispatch (calls for service), Event Reports, Field Interviews, Citations and Arrests will be documented by each employee on an end of shift report. Any suspects detained will be interviewed/debriefed by a detective. Assigned personnel will meet with surrounding jurisdictions to discuss crime trends and possible suspects.

CAPABILITIES and COMPETENCIES:

All assigned personnel will be or have been trained to conduct covert surveillance along with CPTED Practitioners who have been certified to conduct security surveys to "Target harden" identified locations.

PLAN for COLLECTING the DATA:

All grant activities will be documented by law enforcement officers and the City of Dania Beach will provide quarterly programmatic reports Broward County to submit through BJA's

Performance Measures Platform.

DISCLOSURE OF PENDING APPLICATIONS:

The city of Dania Beach does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

DISCLOSURE OF HIGH-RISK STATUS:

The city of Dania Beach is not identified as a “High Risk Status” in accordance with grant guidelines.

DISCLOSURE of LOBBYING:

The city of Dania Beach is not or has not been involved in lobbying.

LOCAL GOVERNING BODY REVIEW:

The city of Dania Beach will forward proof that this application will be reviewed by its Commission.

EXHIBIT C
Subgrant Program Budget

AGENCY: City of Dania Beach

PROJECT NAME: Conveyance and Business Burglary Prevention Initiative

Federal award identification number - **15PBJA-22-GG-02086-JAGX**

**Budgets may be modified subject to the approval
of the United States Department of Justice**

BUDGET SUMMARY

A. PERSONNEL	\$	-
B. FRINGE BENEFITS	\$	-
C. TRAVEL	\$	-
D. EQUIPMENT	\$	-
E. SUPPLIES	\$	-
F. CONSTRUCTION	\$	-
G. CONSULTANTS/CONTRACTS	\$	16,410.04
H. OTHER	\$	-
I. INDIRECT COST	\$	-
TOTAL PROJECT COST	\$	16,410.04

BROWARD COUNTY STANDARD SUBGRANT AWARD TERMS AND CONDITIONS

These Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") state the terms for subgrant agreements entered into between Broward County ("County") and the subrecipient identified in the applicable Subgrant Award Agreement ("Subrecipient") (each a "Party" and collectively referred to as "Parties").

RECITALS

A. For the applicable Grant, County serves as a pass-through entity, providing certain grant funds to Subrecipient pursuant to the Subgrant Award Agreement.

B. In order to receive Grant funding from County, Subrecipient agrees to comply with these Subgrant Award Terms in addition to all of the relevant requirements and conditions imposed by the Awarding Agency pursuant to the Grant.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

All capitalized terms utilized in the Subgrant Award Agreement shall have the same meanings when used in these Subgrant Award Terms. In addition, the following terms shall have the following meanings:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Awarding Agency** means the entity that awards or provides the Grant funding to County for allocation pursuant to the terms of the Grant.
- 1.3. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Contract Administrator** means the Director of the Broward County Office of Management and Budget or their designee.
- 1.6. **Grant** means the grant identified in the "Grant Award Details" section of the Subgrant Award Agreement and/or attached thereto as Exhibit A.
- 1.7. **Grant Funds** means the funding received by County pursuant to the Grant that is allocated to Subrecipient pursuant to the Subgrant Award Agreement.

1.8. **Services** means all activities and services to be performed by Subrecipient under the Subgrant Award Agreement, including all obligations imposed by the Grant upon County, as the Grant recipient, or Subrecipient, as the agency implementing the Grant Program(s).

1.9. **Subgrant Award Agreement** means the subgrant agreement entered into between County and Subrecipient that incorporates these Subgrant Award Terms.

1.10. **Subgrant Program** means the goods or services, including programs, purchases, reimbursements, or other activities, of the Subrecipient that the Grant was provided by the Awarding Authority to fund. The Grant Program may be detailed more specifically in the “Grant Award Details” section of the Subgrant Award Agreement.

ARTICLE 2. SUBGRANT PROGRAM SCOPE

Subgrant Program. Subrecipient will implement the Grant Program stated in the Subgrant Award Agreement and perform all Services required of Subrecipient under the Grant.

ARTICLE 3. GRANT FUNDS

3.1. The Grant Funds shall be utilized by Subrecipient solely in accordance with the Subgrant Award Agreement, these Subgrant Award Terms, and the Grant. The Subgrant Award Amount stated in the Subgrant Award Agreement is the maximum amount payable to Subrecipient.

3.2. Failure of Subrecipient to comply with the provisions in the Subgrant Award Agreement will result in required corrective action, up to and including financial consequences and termination. A financial consequence may be imposed by County for Subrecipient’s noncompliance with these Subgrant Award Terms and/or the Subgrant Award Agreement, or 2 C.F.R. § 200.339 if the Grant is federally funded, including disallowance of Subgrant Program costs and withholding of funds.

ARTICLE 4. METHOD OF BILLING AND REIMBURSEMENT

4.1. Unless otherwise stated in the Subgrant Award Agreement, Subrecipient shall submit invoices only for costs and expenses that are reimbursable under the Grant and that were incurred for purposes permitted under the Grant. County will not reimburse Subrecipient for costs or expenses incurred for any purpose other than those specified the Subgrant Award Agreement. Invoices shall be submitted to County at the address specified in the “Notices” provision using the Reimbursement Request Form provided by County. Invoices must be submitted within the Invoicing Schedule, but only after the Subgrant Program activities for which the invoices are submitted have been completed. All project expenditures requested by Subrecipient for reimbursement must be submitted in sufficient detail for proper pre-audit and post-audit review. Invoices must designate the nature of the Services completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. County may, in its sole discretion, disallow and not provide reimbursement to Subrecipient for any amounts invoiced inconsistent with the Invoicing Schedule.

4.2. Subrecipient acknowledges that unless the Project Period for a Grant is modified by the Awarding Agency, County will not provide any portion of the Subgrant Award Amount for any Services performed before or after the Project Period. Subrecipient will not submit an invoice for, and will not seek reimbursement of, any costs or expenses other than those incurred during the Project Period. County shall have no obligation to reimburse Subrecipient for any costs or expenses not incurred during the Project Period. If the Project Period is modified by the Awarding Agency, such modified Project Period shall automatically be incorporated into the Subgrant Award Agreement upon written notice by the Contract Administrator to Subrecipient.

ARTICLE 5. SOVEREIGN IMMUNITY; INDEMNIFICATION

5.1. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of the Subgrant Award Agreement or any other contract.

5.2. If Subrecipient contracts with a third party ("Contractor") for Subgrant Program goods or services, the contract with each such Contractor must include the following provision (the term "Contractor" in the provision may be replaced by the applicable term used in Subrecipient's agreement for that party):

Contractor shall indemnify, hold harmless, and defend Broward County and all of Broward County's past, present, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County or, at Broward County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this agreement. To the extent considered necessary by the Broward County Attorney, any sums due to Contractor under this agreement may be retained until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest.

Notwithstanding Subrecipient's use of a Contractor, Subrecipient shall remain solely liable to County for performance of all obligations under the Grant, the Subgrant Award Agreement, and these Subgrant Award Terms.

ARTICLE 6. INSURANCE

Subrecipient must comply with any and all applicable insurance requirements stated in the Grant and/or the Subgrant Award Agreement. Upon County's request, Subrecipient shall provide verification of compliance with the applicable insurance requirements.

ARTICLE 7. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

7.1. Subrecipient shall ensure that all expenditures and cost accounting of Grant Funds fully complies with the Grant.

7.2. Subrecipient must maintain written procedures for procurement transactions relating to the Subgrant Program. Procedures must ensure that all solicitations comply with the requirements of 2 C.F.R. § 200.319, "Competition," if applicable to the Grant.

7.3. Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to it pursuant to the Subgrant Award Agreement. Subrecipient shall have and maintain financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of such funds. An adequate accounting system for Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

7.4. If the Grant is federally funded, Subrecipient's obligations include the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"), as applied to the Grant. The Subgrant Award Agreement for any federally funded Grant is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance, and includes the information required pursuant to 2 C.F.R. Part 200.332.

ARTICLE 8. MANAGEMENT AND REPORTING REQUIREMENTS

8.1. Performance. In the event of Subrecipient's default, noncompliance, or violation of any provision of the Grant, the Subgrant Award Agreement, and/or these Subgrant Award Terms, as determined in the sole discretion of County, County may impose sanctions it deems appropriate, which may include withholding payments or cancellation or termination of the Subgrant Award Agreement in whole or in part. In such event, County will provide written notice to Subrecipient of its decision at least thirty (30) days before the effective date of such sanction. If the sanction includes cancellation or termination of the Subgrant Award Agreement, such notice from County shall include the date by which Subrecipient must cease all Services ("Cessation Date"). If the Subgrant Award Agreement is cancelled or terminated pursuant to this section, Subrecipient shall be reimbursed only for those Services satisfactorily completed in compliance with the Subgrant Award Agreement prior to the Cessation Date, unless otherwise approved in writing by the County Administrator.

8.2. Performance Reports.

8.2.1. Subrecipient must submit project performance reports (“Performance Reports”) as stated in the Subgrant Award Agreement. These reports shall be submitted to the Contract Administrator within the timeframe(s) specified in the Subgrant Award Agreement.

8.2.2. Report Contents. The Performance Reports must include the following: (1) a summary of the goals for the Subgrant Program; (2) the Services performed during the reporting period; (3) the progress to date toward achieving each goal for the Subgrant Program; and (4) a description of any issues that may negatively impact achieving the goals for the Subgrant Program. County may request additional information or modifications to the Performance Report if necessary to comply with any applicable reporting requirements in the Grant, and Subrecipient shall promptly modify and resubmit the Performance Report within the required timeframe for the Performance Reports provided in the Grant Award Details.

8.3. Financial Reports.

8.3.1. Subrecipient must submit financial reports (“Financial Expenditure Reports”) in accordance with the requirements of the Grant. Financial Expenditure Reports must be submitted even when no reimbursement is requested. Financial Expenditure Reports must be electronically signed by Subrecipient and Subrecipient’s chief financial officer or the chief financial officer’s designee. Subrecipient must submit to County any outstanding Financial Expenditure Reports no later than sixty (60) days after the end or termination of the Grant, whichever is earlier.

8.3.2. Subrecipient must also submit a Federal Financial Report (FFR or SF-425) to County if required by the Grant.

8.4. Unless otherwise stated in the Subgrant Award Agreement, all reports required pursuant to this section or the Reporting Obligations must be submitted to the Contract Administrator. After County reviews and approves the reports, County will submit the reports to the Awarding Agency if required by the Grant. Failure to comply with any of the requirements of this article may result in forfeiture of Grant Funds.

ARTICLE 9. MONITORING AND AUDITS

9.1. Access to Records. County, the Awarding Agency, the U.S. Comptroller General (for federally funded Grants), and any of their duly authorized representatives shall have access to books, documents, papers, and records of Subrecipient and Subrecipient’s Contractors related to the Grant or the Subgrant Award Agreement for the purpose of audit and examination. County may unilaterally terminate the Subgrant Award Agreement if Subrecipient or Subrecipient’s Contractor refuses to allow public access to all documents, papers, letters, or other materials made or received in conjunction the Grant and subject to Chapter 119, Florida Statutes, or other

applicable public records law, unless specifically exempted and/or made confidential by Applicable Law.

9.2. Monitoring. Subrecipient must comply with County's grant-monitoring guidelines, protocols, and procedures, and cooperate with County on all grant-monitoring requests, including requests related to desk review, enhanced programmatic desk reviews, site visits, and contract reviews and audits. Subrecipient must provide all documentation deemed necessary by County to complete monitoring of the Grant Funds and verify Subrecipient's expenditures. Further, Subrecipient must abide by deadlines set by County for providing requested documents. Failure of Subrecipient to cooperate with grant-monitoring activities may result in sanctions, including, but not limited to withholding or other restrictions on Subrecipient's access to funds, referral to the County Auditor for audit review, or termination of the Subgrant Award Agreement.

9.3. Property Management. Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by County or procured with Grant Funds, consistent with any federal property management standards set forth in the Grant. The obligations of this section continue for as long as Subrecipient retains the property, notwithstanding expiration or termination of the Subgrant Award Agreement.

9.4. Retention of Records. Unless a longer period is specified in the Subgrant Award Agreement, Subrecipient must maintain all records relating to the Grant for a minimum of five (5) years after the date of the final financial report. Subrecipient must comply with applicable retention schedules established by Applicable Law, including without limitation the State of Florida General Records Schedule, including, as applicable, GS1-SL for State and Local Government Agencies and/or GS2 for Law Enforcement, Correctional Facilities and District Medical Examiners.

9.5. Single Annual Audit.

9.5.1. Subrecipient must have a single audit or program-specific audit conducted for each fiscal year in which Grant Funds are received or expended. If the Grant is federally funded, the audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law, and the Subgrant Award Agreement must be identified in Subrecipient's schedule of federal financial assistance in the subject audit. Subrecipient's audit report must identify the Subgrant Award Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

9.5.2. The complete audit report must be submitted to County within thirty (30) days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to County must include Subrecipient management's written response to all findings, management letters, if any, and Subrecipient management's response to the management letters, if any.

9.5.3. Audits must be completed by an Independent Public Accountant (“IPA”) and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to the Part 200 Uniform Guidance (if Grant is federally funded), and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

9.5.4. Subrecipient must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with Applicable Law, including but not limited to, preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient’s follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance, to the extent applicable.

9.5.5. Subrecipient must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued. County, in its sole discretion, may extend this records retention period upon written notice to Subrecipient.

9.5.6. If the Grant is closed without audit(s) that include the entirety of Grant Funds received by Subrecipient and the expenditure of all such funds, County reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

9.5.7. If the Grant is federally funded, the Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed pursuant to 2 C.F.R. § 200(F) must be completed and submitted to the Federal Audit Clearinghouse by thirty (30) calendar days after receipt of the auditor’s reports or nine (9) months after the end of the audit period, whichever is earlier. Such submissions must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by Subrecipient’s chief financial officer or designee.

ARTICLE 10. TERMINATION

10.1. Termination for Cause. The Subgrant Award Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. The Subgrant Award Agreement may be terminated for cause by County for Subrecipient’s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in the Subgrant Award Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect invoices or requests for reimbursement.

Termination for cause by County may be made by the County Administrator, the County representative expressly authorized under the Subgrant Award Agreement, or the County

representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates the Subgrant Award Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 10.2 effective thirty (30) days after such notice was provided and Subrecipient shall be eligible for the compensation provided in Section 10.3 as its sole remedy.

10.2. Termination for Convenience; Other Termination. The Subgrant Award Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Subrecipient. Subrecipient acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate the Subgrant Award Agreement for convenience including in the form of County's obligation to provide advance notice to Subrecipient of such termination in accordance with this section. The Subgrant Award Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

10.3. Effect of Termination on Reimbursement. If the Subgrant Award Agreement is terminated by either Party, any reimbursement(s) requested by Subrecipient for Subgrant Program activities properly performed prior to the date of written notice of termination or the Cessation Date, whichever is earlier, shall be reimbursed by County pursuant to the terms of the Subaward Agreement, subject to any right of County to retain any sums otherwise due and payable to Subrecipient. Any Subgrant Program activities or expenditures performed or incurred by Subrecipient after such date shall not be subject to reimbursement by County.

10.4. Notice of termination shall be provided in accordance with the "Notices" section of these Subgrant Award Terms except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice promptly confirmed in writing.

10.5. In addition to any termination rights stated in the Subgrant Award Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Subrecipient to manage and supervise the performance of the Subgrant Award Agreement. In addition to any other authority provided to the Contract Administrator in these Subgrant Award Terms or the Subgrant Award Agreement, the Contract Administrator may approve modifications to the Program Narrative or Program Budget and may execute amendment(s) to the Subgrant Award Agreement that the Contract Administrator deems necessary to effectuate the purpose of the Grant, subject to compliance with the Grant and provided there is no increase in cost to County.

11.2. Public Records. Notwithstanding anything else in the Subgrant Award Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of the Subgrant Award Agreement. If Subrecipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Subrecipient shall:

11.2.1. Keep and maintain public records required by County to perform the Services;

11.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of the Subgrant Award Agreement and after completion or termination of the Subgrant Award Agreement if the records are not transferred to County; and

11.2.4. Upon expiration of the Term or termination of Subgrant Award Agreement, transfer to County, at no cost, all public records in possession of Subrecipient or keep and maintain public records required by County to perform the services. If Subrecipient transfers the records to County, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Subrecipient keeps and maintains the public records, Subrecipient shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Subrecipient receives a request for public records regarding the Subgrant Award Agreement or the Services, Subrecipient must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Subrecipient must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Subrecipient contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Subrecipient asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Subrecipient must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Subrecipient must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Subrecipient as Restricted Material, County shall

refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Subrecipient, or the claimed exemption is waived. Any failure by Subrecipient to strictly comply with the requirements of this section shall constitute Subrecipient's waiver of County's obligation to treat the records as Restricted Material.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE SUBGRANT AWARD AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-6348, GRANTS@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, ROOM 404, FORT LAUDERDALE, FLORIDA 33301.

11.3. Independent Contractor. Subrecipient is an independent contractor of County, and nothing in the Subgrant Award Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In performing Services, neither Subrecipient nor its agents shall act as officers, employees, or agents of County. Subrecipient shall not have the right to bind County to any obligation not expressly undertaken by County under the Subgrant Award Agreement.

11.4. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under the Subgrant Award Agreement is as a Party and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from the Subgrant Award Agreement and shall not be attributable in any manner to County as a Party to the Subgrant Award Agreement.

11.5. Third-Party Beneficiaries. Neither Subrecipient nor County intends to directly or substantially benefit a third party by the Subgrant Award Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to the Subgrant Award Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon the Subgrant Award Agreement.

11.6. Notice and Payment Address. Unless otherwise stated in the Subgrant Award Agreement, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Notice and payment to Subrecipient shall be made to the address shown for Subrecipient in the Subaward Grant Agreement. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Management and Budget
115 South Andrews Avenue, Suite 404

11.7. Assignment. The Subgrant Award Agreement may not be assigned, transferred, or encumbered by Subrecipient without the prior written consent of County, which may be withheld in its sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of the Subgrant Award Agreement, and permit County to immediately terminate the Subgrant Award Agreement, in addition to any other remedies available to County at law or in equity.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth is substantial and important to the formation of the Subgrant Award Agreement, and each is, therefore, a material term. County's failure to enforce any provision of the Subgrant Award Agreement shall not be deemed a waiver of such provision or modification of the Subgrant Award Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the Subgrant Award Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Subrecipient and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of the Grant.

11.10. Severability. If any part of the Subgrant Award Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from the Subgrant Award Agreement and the balance of the Subgrant Award Agreement shall remain in full force and effect.

11.11. Joint Preparation. The Subgrant Award Agreement shall not be construed more strictly against either Party.

11.12. Interpretation. The titles and headings contained in the Subgrant Award Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Subgrant Grant Award Agreement. All personal pronouns used in the Subgrant Award Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to the Subgrant Award Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.13. Priority of Provisions. Unless expressly specified in the Subgrant Award Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of

any document or exhibit attached to, referenced by, or incorporated in the Subgrant Award Agreement and any provision of the articles of these Subgrant Award Terms, the provisions contained in Sections 1-8 of the Subgrant Award Agreement prevail and will be given effect.

11.14. Law, Jurisdiction, Venue, Waiver of Jury Trial. The Subgrant Award Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with the Subgrant Award Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with the Subgrant Award Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE SUBGRANT AWARD AGREEMENT.**

11.15. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of the Subgrant Award Agreement is effective unless contained in a written document executed with the same or similar formality as the Subgrant Award Agreement and by duly authorized representatives of County and Subrecipient.

11.16. Prior Agreements. Unless otherwise stated in the Subgrant Award Agreement, the Subgrant Award Agreement represents the final and complete understanding of the Parties regarding the Grant and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the Grant are contained herein.

11.17. Payable Interest

11.17.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Subrecipient for any reason, whether as prejudgment interest or for any other purpose, and Subrecipient waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with the Subgrant Award Agreement.

11.17.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under the Subgrant Award Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.18. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in these Subgrant Award Terms by reference.

11.19. Counterparts and Multiple Originals. The Subgrant Award Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or

electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.20. Use of County Name or Logo. Subrecipient shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.21. Time of the Essence. Time is of the essence for Subrecipient's performance of all obligations under the Subgrant Award Agreement and these Subgrant Award Terms.



City of Dania Beach Public Services Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: APPROVAL TO EXECUTE AN AGREEMENT WITH METRIC
ENGINEERING, INC. FOR SOUTHEAST DRAINAGE PHASE II CEI
SERVICES**

Request:

The Public Services Department (PSD) requests approval to execute an agreement with Metric Engineering, Inc. to provide Construction, Engineering, and Inspection (CEI) services for Phase II of the Southeast Drainage Retrofit Project for a total amount of \$993,950.00.

Background:

The City of Dania Beach is preparing to commence Phase II of the Southeast Drainage Retrofit Project to improve drainage and reduce localized flooding within the Southeast area of the City. As federal grant funding is being utilized for project construction, federal guidelines require the City to retain an independent engineering firm to perform CEI services, separate from the project designer.

On March 5, 2025, the City issued Request for Qualifications (RFQ) No. 25-008 to solicit qualified firms to provide the required CEI services. Following the evaluation process, the selection committee ranked Metric Engineering, Inc. as the highest-ranked firm.

Subsequently, on May 27, 2025, the City Commission adopted Resolution No. 2025-081, accepting the committee's ranking and authorizing the City administration to negotiate a contract with Metric Engineering, Inc. for the work.

Budgetary Impact

The Public Services Department has successfully negotiated a contract with Metric Engineering, Inc. for a total amount of \$993,950.00, which includes \$965,000.00 for CEI services and \$28,950.00 in contingency funds. Funding will be appropriated from the Stormwater Account Number 303-38-14-538-63-10.

Recommendation

The Public Services Department recommends approval and execution of the contract with Metric

Engineering, Inc. for CEI services related to the Southeast Drainage Retrofit Project Phase II.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH METRIC ENGINEERING INC. FOR THE SOUTHEAST DRAINAGE PHASE II CONSTRUCTION, ENGINEERING, AND INSPECTION (“CEI”) SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-008 IN THE AMOUNT OF NINE HUNDRED NINETY-THREE THOUSAND NINE-HUNDRED FIFTY DOLLARS (\$993,950.00); PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach will soon begin Phase II of the Southeast Drainage Retrofit Project to improve drainage in the Southeast area of the City; and

WHEREAS, due to federal grant funding for the construction, the City must use an engineer to provide Construction, Engineering, and inspection (CEI) services (the “Services”) separate from the engineering firm that designed the project: and

WHEREAS, on March 5, 2025, the City Commission issued RFQ No. 25-008 for the services, and the selection committee ranked Metric Engineering, Inc. highest among all respondents; and

WHEREAS, on May 27, 2025, the City Commission adopted Resolution No. 2025-081 approving the ranking of CEI firms and authorized the proper City officials to negotiate a contract with the highest-ranked firm Metric Engineering, Inc.; and

WHEREAS, the Public Services Department negotiated a contract with Metric Engineering, Inc. in the amount of \$993,950.00 comprised of \$965,000.00 for CEI Services and \$28,950.00 in Contingency funds; and,

WHEREAS, the City administration recommends that the City Commission approve the execution of a contract with Metric Engineering, Inc. for the Services.

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 contract for CEI services associated with the construction of the Southeast Drainage Retrofit Project Phase II with Metric Engineering, Inc. in the amount of Nine Hundred Ninety-Three Thousand Nine Hundred Fifty Dollars (\$993,950.00).

Section 3. That Funding will be appropriated from the Stormwater Account Number 303-38-14-538-63-10.

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 _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES
FOR THE SOUTHEAST DRAINAGE PROJECT, PHASE II**

This Agreement for Construction Engineering Services (“CEI”) for the Southeast Drainage Project (the “Agreement”) is made and entered into on _____, 2025, by and between the City of Dania Beach, Florida, (the “City”), a Florida municipal corporation, located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Metric Engineering Services, Inc. (the “Consultant”) a Florida corporation whose principal place of business is 13940 SW 136 Street, Suite 200, Miami, Florida 33186.

RECITALS:

WHEREAS, pursuant to a competitive selection process in compliance with section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act, the City has selected the Consultant to provide professional CEI services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and agreed upon by the parties, City and Consultant hereby agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The “Agreement Documents” means and includes the following:

1. Agreement (Executed) shall consist of the following documents, provided, however that if there is any conflict between the terms of the Agreement and the various components, including but not limited to the Consultant’s response to City, the Agreement is controlling.
2. City’s Request for Qualifications (“RFQ”) 25-008 is Attachment A.
3. Consultant’s Proposal i.e., response to RFQ 25-008 is Attachment B.
4. Grant agreements. This project will be partially funded by federal funds and as such Proposers should consider the compliance requirements contained in the Federally Funded Subaward and Grant Agreement, Agreement Number 4337-494-R between the City of Dania Beach and the Florida Division of Emergency Management, the grant requirements of which are provided as Attachment ‘C’; and Grant Agreement, Agreement Number 22FRP21 between the City of Dania Beach and the Florida Department of Environmental Protection, which I requirements are provided as Attachment “D”. The Respondent must carefully review and become familiar with the Grant Agreements conditions that govern this Agreement. All state and federal requirements (2 CFR §200.318 through 2 CFR §200.327) contained within the grant agreement are applicable to the respondent.

5. Consultant Services Authorization

Any and all Agreement Modifications, Renewals or Extension issued subsequent to the execution of this Agreement and in accordance with the terms and conditions of this Agreement. The aforementioned documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement and repeated herein. The Services are identified and described in Attachment A (the Request for Qualifications RFQ #25-008), which Attachment is incorporated by reference into this Agreement.

SECTION 2. SCOPE OF SERVICES AND RESPONSIBILITIES

1. The Consultant shall perform all of the work required and all Services set forth in the attached RFQ 25-008, and as further set forth in Attachment A and Attachment B (the Consultant's RFQ response), including all necessary, incidental, and related activities required for full and complete performance of this Agreement, as well as compliance with applicable laws and City policies (the "Scope of Services").
2. This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by City to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by City, or additional time for performance, shall require an amendment to this Agreement or a Work Authorization. Unless there is an executed amendment or Work Authorization or a dispute any work performed by Consultant outside the originally anticipated level of effort without prior written City approval shall be at no additional cost to the City.
3. Attachment A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. City and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, City shall have the right to terminate negotiations at any time at no cost to City and procure services for other Project phases from any other source.
4. City shall assist Consultant by placing at Consultant's disposal all information City has available pertinent to the Project, including previous reports and any other data relative to the Project. City shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. City shall review any itemized deliverables and documents required to be submitted by Consultant and respond in

writing with any comments within the time set forth in Attachment A. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

5. Consultant has familiarized itself with the nature and extent of the Agreement Documents for the Services to be performed, locality and all local conditions, facilities and laws and regulations and has resolved all issues, problems and conflicts prior to commencing any activity under this Contact.
6. Consultant agrees and understands that the City will compensate the Consultant only for services provided pursuant to the Agreement Documents and, that all cost incurred by the Consultant to perform services is the sole responsibility of the Consultant unless otherwise specified by the terms and conditions of the Agreement Documents.

A. Consultant's Responsibilities

1. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and provide professional CEI services to complete the scope of services to the satisfaction of the City for the duration of the Agreement. Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.
2. Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.
3. Breach of Representations. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.
4. The Services required under this Agreement are to be performed by Consultant are those set forth in the Agreement Documents.
5. The Services required under this Agreement shall commence upon receipt and acceptance of a Notice to Proceed.

6. The Consultant agrees to obtain and maintain throughout the period of this Agreement all such insurance and licenses as are required by the Agreement Documents and those required to do business in the State of Florida, including, but not limited to, all applicable licenses required by the respective state boards and other federal/state/local governmental agencies responsible for regulating and licensing for the Services to be provided and performed by the Consultant, Consultants employees, and subcontractors and its employees pursuant to this Agreement.

7. Consultant agrees that the Project Manager for the term of this Agreement shall be:

Name: Sean Schutten
Title: Public Services Deputy Director
Mailing Address: 100 W. Dania Beach Blvd.
E-mail: sschutten@daniabeachfl.gov
Office Phone: (954) 924-6808 ext. 3660

With copy to:
Name: Alvaro Cortes
Title: Project Manager
Mailing Address: 100 W. Dania Beach Blvd.
E-mail: acortes@daniabeachfl.gov
Office Phone: (954) 924-6808 ext. 3739

8. The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the provisions of Services to be performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the City, such approval or acceptance shall not be unreasonably withheld.

9. Consultant agrees, within fourteen (14) calendar days of written request from the City, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subcontractors or any personnel of any such subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Agreement, whom the City shall request in writing to be removed, which request may be made by the City with or without cause.

10. The Consultant has represented to the City that it has expertise in performing the services to be provided pursuant to the Agreement Documents and can provide such Service as required by the Project.

11. The Consultant agrees that all services to be provided by Consultant pursuant to this Agreement shall be subject to the City's review and approval and shall be in accordance with the Agreement Documents and generally accepted standards of professional practice in the State of Florida as well as in accordance with applicable laws, statutes, ordinances, codes,

rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or Services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the City of such conflict and utilize its best professional judgment to advise City regarding resolution of the conflict.

12. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without City's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.
13. Consultant shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Agreement documents.
14. Consultant acknowledges that access to the Project site, to be arranged by the City for Consultant, may be provided during times that are not the normal hours of the Consultant.
15. Consultant shall submit digitally signed daily inspection reports no later than 24 hours after each workday. Each report shall include, at minimum:
 - Description of inspected activities
 - Photographs with date, time, and location data
 - Contractor personnel and equipment on-site
 - Weather conditions
 - Work start and end times
 - Remarks on compliance and/or deficiencies.
16. All reports shall be uploaded to a digital platform selected acceptable to the City. The Consultant shall ensure that the City's representative has full and unrestricted access to this platform for the entire duration of the project.
17. If any activity is performed without CEI presence due to the Consultant's failure to provide the required staff, the Consultant shall be responsible for any necessary re-inspection, retesting, or corrective action, at no cost to the City.
18. Consultant shall confirm that the materials, installation methods, and equipment used by the Contractor align with approved submittals and RFI responses. Any deviations must be reported immediately to the City and Engineer of Record (EOR") in writing.
19. The Consultant shall be responsible for preparing and distributing formal meeting minutes for all scheduled progress meetings. The minutes shall:

- Summarize all discussions, decisions, and action items
- Include attendance records
- Clearly assign responsibilities and deadlines
- Be submitted to the City and all attendees within 48 hours of the meeting

20. The Consultant shall ensure that the Contractor performs all work in full compliance with the project specifications. CEI personnel shall monitor and document any deviations and notify the EOR immediately if the work does not meet the required standards.

21. Consultant shall confirm that the materials, installation methods, and equipment used by the Contractor align with approved submittals and RFI responses. Any deviations must be reported immediately to the City and EOR in writing.

22. Consultant shall maintain accurate field-verified records of all quantities installed. Before any contractor pay application is approved, the CEI shall confirm quantities in the field. Discrepancies must be resolved and reported prior to payment approval.

23. Consultant shall provide the City with a comprehensive Monthly Report summarizing CEI activities and project status. The report shall be submitted no later than the fifth (5th) business day of each month and shall include, at minimum:

- Summary of construction activities completed during the reporting period
- Summary of inspections conducted and any major findings or compliance issues
- Log of daily reports submitted
- Photo documentation of key activities or deficiencies noted
- List of outstanding RFIs, submittals, and pending approvals
- Progress on quantities installed vs. SOV
- Summary of coordination meetings and action items
- Identification of any risks, delays, or issues requiring City attention
- Recommendations for corrective actions or adjustments (if applicable)

B. City's Responsibilities

1. The City shall designate in writing a representative to act as the City's Representative with respect to the Project and the services to be rendered under this Agreement (hereinafter referred to as the "City's Representative"). The City's Representative shall have City transmit instructions, receive information, interpret and define City's policies and decisions with respect to Consultant's services for the Project. However, the City's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services; or,
- c. The amount of compensation the City is obligated or committed to pay the Consultant.

2. The City's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Agreement;
- b. Provide all criteria and information requested by Consultant as to City's requirements, for the event and issuance of a Notice to Proceed.
- c. At request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the City's possession pertinent to the Project and the Services to be provided. Provide notice to Consultant of any deficiencies or defects discovered by the City with respect to the Project or the Services to be provided by Consultant hereunder.
- d. Arrange for access to and make all provisions of the Consultant to enter the Project site to perform the services to be provided by Consultant under this Agreement; and,
- e. Provide notice to Consultant of any deficiencies or defects discovered by the City with respect to the Project or the Services provided by the Consultant herein.

3. For the purposes of this Agreement, the:

City's Representative shall be:

Name: Fernando Rodriguez, Public Services Department
 Title: Director
 Address: 100 West Dania Beach Blvd
 Dania Beach, Fl 33004
 E-mail: frodriguez@daniabeachfl.gov
 Office Phone: 954-924-6800 ext. 3740

Project Engineer shall be:

Name: Judeen Johnson
 Title: South Florida Water Leader
 Address: 7650 Corporate Center Drive, Suite 300
 E-mail: Judeen.johnson@wsp.com
 Office Phone: (305) 514-3166

Engineer of Record shall be:

Name: Judeen Johnson
Title: South Florida Water Leader
Address: 7650 Corporate Center Drive, Suite 300
E-mail: Judeen.johnson@wsp.com
Office Phone: (305) 514-3166

SECTION 3. TIME

- (a) The term of this Agreement shall be for the period beginning on June 25, 2025 and ending January 31, 2027. Time periods shall commence from the date of the applicable Notice to Proceed (NTP). Consultant shall perform the Services within the time periods specified in Attachment E, as follows:

Pre-Construction Phase 2 weeks NTP + 2 weeks
Construction Phase 18 Months NTP + 18.5 Month
Closeout Phase 2 weeks NTP + 19 Months

- (b) Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in Attachment B for the Contract Administrator's review.
- (c) If the Contract Administrator determines that Consultant is unable to timely complete any portion of the Services because of delays resulting from untimely review by City or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.
- (d) If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.
- (e) Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to City its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and City are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.
- (f) If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by City. To exercise an extension authorized by this section, the

Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement. Services to be provided by the Consultant shall be commenced subsequent to the issuance and acceptance of a Notice to Proceed, from the City Representative for the services to be provided pursuant to the Agreement Documents.

- (g) Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the City, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify City in writing no more than 24 hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.
- (h) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from City. Consultant's sole remedy against City will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Work Authorization, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.
- (i) Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the City hereunder, the City at its sole discretion and option may suspend the Agreement until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the City's satisfaction that the Consultant's performance is or will shortly be back on schedule.

SECTION 4: NOTICE

All notices, demands, requests or other communication shall be in writing and same shall be given by hand delivery, transmitting same by Federal Express or similar delivery method, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as City or Consultant may from time to time designate in writing.

AS TO CITY:

Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

with a copy to:

Eve A. Boutsis, City Attorney
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

AS TO CONSULTANT:

Metric Engineering Services, Inc.
13940 SW 136 Street, Suite 200,
Miami, Florida 33186

SECTION 5. AGREEMENT TERM, RENEWALS AND EXTENSIONS

1. Term: The term of this Agreement shall commence upon the date of execution effective the latest date signed by the parties and shall expire or before January 31, 2027.
2. Renewals: This Agreement may be renewed only as agreed to in writing by the City and the Consultant. The City reserves the right to evaluate the services provided and cost prior to the renewal of the Agreement to ensure cost are reasonable based on services and market rates. All renewals shall be in writing and agreed to by both parties.

SECTION 6. CHANGES; MODIFICATIONS TO AGREEMENT

1. City may at any time by written order agreed by Consultant and signed by the parties, make changes to the general scope of this Agreement in the services to be performed.
2. No service shall be furnished by Consultant for which an additional cost or fee will be charged without prior written consent of City.
3. All modifications to this Agreement shall be in written form, signed by the parties except as provided herein. City may modify the Agreement unilaterally under the following circumstances:
 - a) Pursuant to specific authorization if stated elsewhere in the Agreement; or
 - b) For City administrative purposes that do not affect the rights of responsibilities of the parties, which may include but is in no way limited to changes of address.

4. The City and the Consultant agree that this Agreement together with the Attachments hereto, sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the Agreement. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Attachments, the terms of this Agreement shall supersede and prevail over the terms in the Attachments.
5. If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or Notice to Proceed affected by a contemplated change, pending the City's decision to proceed with the change. Consultant shall be entitled to invoice City for that portion of the work completed prior to receipt of the written notice.
6. If the City elects to make the change, the City shall initiate a Agreement Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City.

SECTION 7. INDEPENDENT CONTRACTOR

Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall be constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of the City. Consultant shall not have the right to bind the City to any obligation not expressly provided for in this Agreement.

SECTION 8. VENUE

Venue for all actions arising under this Agreement, and all work pertaining thereto, shall lie in Broward County, Florida.

SECTION 9. PROHIBITION OF LIENS

Consultant is prohibited from claiming a lien on property owned by City. This prohibition shall apply to all subcontractors.

SECTION 10. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be deemed struck here from and all remaining provisions of the Agreement shall remain binding upon the parties. If any provision is struck under this Section, there will be added in lieu thereof, by written agreement between the parties, a provision as similar in terms to such struck provision as its possible which is legal, valid and enforceable.

SECTION 11. GENERAL MATTERS

1. Terms used in this Agreement which are defined in Section 13. Standard Terms and Conditions (STAC) of the Agreement shall have the meanings designated in the STAC.
2. The Agreement Documents, which constitute the entire Agreement between the City and Consultant, are listed in Section 1.
3. Consultant, in representing City, shall promote the best interest of City and assume towards City a duty of the highest trust, confidence and fair dealing.

SECTION 12. COMPENSATION

1. Compensation and the manner of payment of such compensation by the City for services provided hereunder by Consultants shall be pursuant to Attachment E.
2. The total amount to be paid under this Agreement for the Services and deliverables pursuant to Consultant Service Authorization ("CSA), Attachment E, shall not exceed \$798,624.75, unless otherwise approved in writing in accordance with the terms and conditions of this Agreement.
3. The Consultant shall submit an invoice sufficient for pre- and post-audit review, to the City for services provided during the invoice period. Each invoice shall provide a summary of the tasks performed under each Project deliverable. Each invoice shall also include a statement that shows a summary of fees with an accrual of the total fees billed and credits for portions paid previously. Invoices shall be submitted no more than monthly.
4. The City reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement. Invoices received by the City from the Consultant pursuant to this Agreement will be reviewed and approved in writing by the Agreement Representative, who shall indicate whether services were rendered in conformity with the Agreement Documents. The City Representative shall notify the Consultant in writing of any reason for not approving an invoice and request corrective action.
5. Approved invoices shall be paid within thirty (30) days following the City Representative's approval. Payments will be process in accordance with the Florida Prompt Payment Act.
6. In order for both Parties herein to close its books and records, the Consultant will clearly state "FINAL INVOICE" on the final and last billing to the City for this Agreement. The final invoice shall also certify that al services provided by Consultant were performed in accordance with the Agreement Documents and all charges and costs invoiced to the City. Because the project account thereupon will be closed, any

and other further charges not included on the final invoice are waived by the Consultant. Acceptance of the final payment by the Consultant shall constitute a waivers and liens against the City for additional payment. No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

7. Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.
8. Consultant shall submit its invoices in the format and with supporting documentation as may be required by City.

SECTION 13. STANDARD TERMS AND CONDITIONS (STAC)

A. DEFINITIONS

Wherever used in these Standard Terms and Conditions or in the other Agreement documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the opening of responses which clarify, correct, or change the responding documents or the Agreement documents.

Proposal - The advertisement or invitation calling for bids or proposals, instructions, and forms contained in the RFQ 25-008 (Consultant's Proposal, all required forms, certifications and documentations as well as all addenda issued prior to receipt of Proposals).

Consultant- Any firm, individual or entity and sub-contractors/sub-contractors submitting proposals in response to RFQ 25-008.

Agreement Documents - The Agreement documents, agreement, addenda (which pertain to the Agreement documents), the Proposal (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an Attachment to the agreement, these Standard Terms and Conditions, together with all amendments, modifications, and supplements.

Consultant - The successful Consultant with whom the City has entered into the Agreement.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Written Amendment (or Modification) - A written amendment of the Agreement documents, signed by the City and the Consultant on or after the effective date of the Agreement documents.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

B. PARTS, MATERIALS, AND EQUIPMENT

Unless otherwise specified in the Agreement documents, the Consultant shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

C. COMPLIANCE WITH LAWS

In performance of the services, Consultant shall comply with all applicable laws and regulations, orders, codes, criteria and standards of federal, state and local governments.

D. INTENT OF AGREEMENT DOCUMENTS

If before or during the performance of the services to be performed under the Agreement, Consultant discovers a conflict, error or discrepancy in the Agreement Documents, Consultant immediately shall report same to the City in writing and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from the City.

In the event of conflicts, the Agreement documents shall control in the following order of precedence.

1. Contract with latest, Addenda, Amendments, or Change Orders
2. Plans, Drawings and Specifications
3. City's Request for Qualifications ("RFQ") 25-008
4. Consultant's Proposal i.e., response to RFQ 25-008

E. INSURANCE REQUIREMENTS

A selected Consultant shall not commence services under an Agreement until it has obtained all insurance required under this paragraph and as required by the Agreement, and not until such time that the coverages are approved by the Risk Manager of the City. The Consultant shall not allow any employee of Consultant or any subcontractor to commence services on any subcontract until the subcontractor and all coverages required of any subcontractor have been obtained and approved by the Risk Manager of the City. In addition, the Consultant shall be responsible for any and all policy deductibles and self-insured retentions.

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

"Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Proposals submittal on the date and time of the opening of Proposals.

If the "preliminary" certificates are not included with a submittal, then the City has the right to consider the submitted response as non-responsive on the date and time of the response opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Consultants must understand that all provisions, including "Special Provisions" noted below, are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

"Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Selected Consultant", then the City has the right to consider the awarded Agreement to the successful Consultant as void and to negotiate a Agreement with the next best qualified Consultant. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

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

Coverages shall be in force until all services required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONSULTANT AND ANY APPROVED SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL**

BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.

The Consultant shall secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to City naming the City as Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Consultant as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable state and federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide services pursuant to this underlying RFQ who is not covered by Workers Compensation insurance.

Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

Coverage shall apply for a minimum of three years following completion of the services.

The above are minimum requirements for projects up to \$100,000.00. For projects over \$100,000.00, the following increased limits are required:

- General Liability: \$2,000,000.00
- Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$3,000,000.00 Per Occurrence

F. WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against the City arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Consultant as unsettled at the time of the final payment. Neither the acceptance of the Consultants services nor payment by the City shall be deemed to be a waiver of the City's right against the Consultant.

G. TRUTH IN NEGOTIATION REPRESENTATIONS

1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working

solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Agreement shall be adjusted accordingly.

H. TERMINATION OR SUSPENSION

1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for City to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin and continue Services under the Agreement in accordance with the RFQ, (b) failure to properly and timely perform the services to be provided hereunder or as directed by City pursuant to this Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement; or (f) Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (g) by the Contract Administrator for any fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or (h) by the Contract Administrator upon the disqualification of Consultant as a

C

CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of the Office of Economic and Small Business Development (OESBD) if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement; or (i) for any other just cause. The City may so terminate this Agreement, in whole or in part, by giving the Consultant a 30 calendar day written notice. If deficiencies are not corrected within the 30 calendar days, the City may, at its option, perform the required services or Agreement to have them performed and deduct the cost of those services from the agreement cost. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City, by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. In addition to any termination rights stated in this Agreement, City shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

It is agreed upon that if the Consultant is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Consultant will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

2. If, after notice of termination of this Agreement as provided for in paragraph H.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that City otherwise was not entitled to the remedy against Consultant provided for in paragraph I.1, then the notice of termination given pursuant to paragraph I.1 shall be deemed to be the notice of termination provided for in paragraph I.3 below and Consultant's remedies against City shall be the same as and limited to those afforded Consultant under paragraph I.3 below.
3. City shall have the right to terminate this Agreement, in whole or in part, without cause immediately upon certified presentation of written termination notice. Presentations can be by certified mail, return receipt requested, or signed hand delivery receipt from a process service, private or Sheriff's deputy. In the event of such termination for convenience, Consultant's recovery against City shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profits on work not required to be performed.
4. Upon termination, the Consultant shall deliver to the City all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

The City shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant a 30 calendar day prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Agreement.

I. PERSONNEL

1. The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an Independent Consultant and not as employees or agents of the City.
2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.
3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
4. Any changes or substitutions in the Consultant's key personnel, as may be listed in Consultant's statement of qualifications, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective, said approval for which shall not unreasonably be withheld.
5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation. All inspection personnel assigned to the project shall be fully knowledgeable of the project's contract documents and technical specifications.
6. Field inspection personnel shall perform services under a standard 40-hour work week, Monday through Friday. No additional hours, including nights, weekends, or holidays, shall be authorized unless The City issues prior written approval, or - An emergency arises, and the City confirms CEI presence is required.

I. SUBCONTRACTING

Consultant shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Furthermore, all subcontractors shall be held to the same standards, terms and conditions of this Agreement Document.

J. FEDERAL AND STATE TAX

1. The City is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's tax exemption number in securing such materials.
2. The Consultant shall be responsible for payment of its own and its share of all federal, state and local taxes, including its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

K. OWNERSHIP AND MAINTENANCE OF DOCUMENTS

3. Upon completion or termination of this Agreement, all records, documents, pictures, maps, reports, computer assisted design other technical data, other than working papers, prepared or developed by Consultant under this Agreement shall be delivered to and become the property of City. Consultant, at its own expense.
4. The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the City or others for purposes not intended under this Agreement.
5. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later.
6. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

7. In addition to other Agreement requirements provided by law, the Consultant shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in the City's public records policy.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
8. If the Consultant does not comply with a public records request, the City shall enforce the Agreement in accordance with Section H. hereof.
9. The Consultant shall be required to cooperate with the City and other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City. Consultant is no liable for any damages, injury or costs associated with the City use or distribution of these documents for purposes other than those originally intended by Consultant. Consultant shall comply with the public records laws embodied in chapter 119, Florida Statutes, and specifically shall:
- (j) Keep and maintain public records required by the City in order to perform the Scope of Services identified in the agreement.
 - (ii) Upon request from the City provide the City with any requested public records or allow the requested records to be inspected or copied within reasonable time by the City.
 - (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Consultant does not transfer all records to the City.
 - (iv) Transfer, at no cost, to City all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicative public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City. If the Consultant keeps and maintains public records upon conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the City.

(v) If Consultant does not comply with a public records request, the City shall treat that omission as breach of this Agreement and enforce the Agreement provision accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Name / Title:	ELORA RIERA, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	eriera@daniabeachfl.gov

L. AS-BUILT DRAWING AND CLOSE-OUT DOCUMENTATION VERIFICATION

Consultant shall review and confirm the accuracy of As-Built drawings submitted by the Contractor. The CEI shall verify that these drawings match field conditions prior to recommending certification and project close-out. CEI shall confirm that all closeout documentation inclusive of A-Built, warranties, etc. is received.

M. PHOTOGRAPHIC MEDIA

Consultant shall take photographs for all major activities which shall include:

- Pre-construction site conditions
- During-activity progress (e.g., trench excavation, pipe bedding, compaction, concrete placement)
- Post-activity final condition
- Date/time stamp and location identification

Photographic records shall be organized and submitted to the City monthly or upon request.

N INDEMNIFICATION

- a. The Consultant agrees to indemnify and hold harmless and defend the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Agreement.
- b. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by City from (a) any breach or misconduct by the Consultant of this Agreement, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Agreement by the Consultant and the Consultant's agents, employees, invitees, and (d) Consultant acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Consultant, and that City's entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.
- c. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the City's attorney, in which the Consultant agrees to hold harmless and to defend City, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. City acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any Consultant's insurance policies.
- d. The first ten dollars (\$10.00) of remuneration paid to Consultant under this Agreement shall be in consideration for the indemnification provided for in this section.

O. SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the City nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

P. REMEDIES AND GOVERNING LAW

(1) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

(2) **WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY ATTACHMENTS OR DOCUMENTS ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Q. CONFLICT OF INTEREST AND REPRESENTATIONS

- (1) The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.
- (2) The Consultant shall promptly notify the City, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the City as to whether the association, interest or circumstance would be reviewed by the City as constituting a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of Directors by the Consultant within thirty (30) days of the City notice to the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, or City shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement.

- (3) Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.
- (4) Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- (5) Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to City in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.
- (6) Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

R. DEBT

The Consultant shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

S. NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

T. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

U. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the City's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

V. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended):

Contractors who apply or submit a Proposal for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

W. FINANCIAL RECORDS

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Consultant 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. Consultant 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 Consultant 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 Consultant for travel, per diem, and other costs incurred by Consultant 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).

X. SOVEREIGN IMMUNITY

Consultant acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Consultant against the City other than claims arising out of this Agreement. Specifically, the Consultant acknowledges that it cannot and will not assert any claims against the Consultant, unless the claim is based upon a breach by the Consultant of this Agreement. Further, the Consultant recognizes the Consultant is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes. This Agreement in no way estops or affects the Consultant's exercise of that regulatory authority. In addition, the Consultant retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Consultant acknowledges that it has no right and will not make claim based upon any of the following:

Claims based upon any alleged breach by the Consultant 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 Consultant. All obligations of the Consultant are only as set forth in this Agreement:

- a. Claims based upon negligence or any tort arising out of this Agreement;
- b. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Consultants, agents, or any Consultant employee; and
- c. 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 Consultant and Consultant.

Y. SCRUTINIZED COMPANIES

Consultant 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 Consultant 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.

Z. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant represents that Consultant, 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, City may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by City due to the termination.

AA. CONTINGENCY FEE

Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

BB. MISCELLANEOUS

(I) Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

(II) Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

(III) Attachments. Each Attachment referred to in this Agreement forms an essential part of this Agreement and each such Attachment is incorporated by this reference.

(IV) Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

(V) All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

(VI) The Consultant understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Consultant shall not proceed with services under this Agreement without City's written verification that the funds necessary for Consultant compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

(VII) Consultant warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a “purchasing agent” as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Consultant and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Consultant.

(VIII) Consultant shall comply with all federal, state and City laws applicable to the Consultant services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act (“ADA”) eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Consultant is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Consultant’s compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

(IX) In the event of any conflict between any provisions of this Agreement and any provision in any attached Attachment, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

(X) Consultant agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by practicing design professionals performing similar services under similar conditions. Consultant makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

(XI) Force Majeure Performance Excused. If either party to this License shall be delayed or hindered in or prevented from the performance of any non-monetary obligation required under this License by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this License, then performance of such act shall be excused for the period of the delay and the period equivalent to the period of such delay.

(XII) Integration. This License contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change this License unless such agreement is in writing and signed by the parties. All prior agreements, oral and written, shall be merged into this License.

(XIII) Captions. The captions of the several article or sections titles contained in this License are for convenience only and do not define, limit, describe or construe the contents of this License.

(XIV) Waiver. One or more waivers of any covenant or condition by City shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by City to or of any act by Consultant requiring City’s consent or approval shall not be deemed to render unnecessary City’s consent or

approval to or of any subsequent similar act by Consultant. No breach of a covenant or condition of this License shall be deemed to have been waived by City, unless such waiver is in writing signed by City.

(XV) Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16^{1/2}-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

(XVI) Survival All representations, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

(XVII) Funding. This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission and is subject to termination based on lack of funding.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on

_____, 2025.

CITY:

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:

Metric Engineering Services, Inc.
a Florida corporation

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date: _____

STATE OF FLORIDA)

COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2025, by _____, as _____ of Metric Engineering Services, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:



City of Dania Beach Public Services Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

SUBJECT: REQUEST FOR APPROVAL OF CHANGE ORDER #3 FOR THE LIFT STATIONS GENERATORS PROJECT – LIFT STATIONS 1, 2 AND 3

Request:

The Public Services Department requests approval of Change Order #3 for the Lift Stations Generators Project in the amount of \$72,894.55. This request is necessary due to scope changes arising from revised electrical drawings issued after the original bid.

Background:

Following the issuance of updated electrical plans by the project designer (Kimley-Horn), South Florida Electrical (Subcontractor) submitted a change order proposal to David Mancini & Sons Inc. (DMSI) outlining the additional work required to relocate FPL poles and upgrade correlated electrical service. The additional costs in this Change Order represent new work not included in the original bid documents due to the timing of the plan revisions.

Budgetary Impact

Funding in the amount of \$72,894.55 will be appropriated from the Sewer/Wastewater Services / Infrastructure Improvements other than Bldgs. Account No. 402-35-02-535-63-10. Upon approval of this request, a budget transfer will be processed from Sewer/Wastewater Services / Professional Services / General Account No. 402-35-02-535-31-10 into the Sewer/Wastewater Services / Infrastructure Improvements other than Bldgs. Account No. 402-35-28-535-63-10.

Recommendation

The Public Services Department recommends approval of this Change Order to incorporate the revised electrical scope into the project. The work is necessary to align construction with the updated design and to ensure proper installation of all electrical components.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 3 TO THE CONTRACT FOR THE LIFT STATION GENERATORS PROJECT (LIFT STATIONS 1, 2 AND 3), TO COVER SCOPE CHANGES DUE TO REVISED ELECTRICAL PLANS IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$72,894.55); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach is the Owner of the Lift Station Generators Project for Lift Stations 1, 2 and 3; and

WHEREAS, after the contract was executed, the project designer issued revised electrical plans that were not available at the time of bid; and

WHEREAS, these plan changes resulted in additional work and associated costs submitted by the contractor, David Mancini & Sons, Inc.; and

WHEREAS, Change Order No. 3 in the amount of \$72,894.55 is necessary to address the revised scope of work and allow the project to proceed in accordance with the updated design; and

WHEREAS, the funding for this overage will be provided from the account entitled "Sewer/Wastewater Services / Professional Services / General", Account Number 402-35-02-535-31-10, as confirmed by the City's Finance Department.

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 approves Change Order No. 3 for the Lift Station Generators Project (Lift Stations 1, 2 and 3) in an amount not to exceed Seventy-Two Thousand Eight Hundred Ninety-Four Dollars and Fifty-Five Cents (\$72,894.55), which Change Order is attached as Exhibit "A" and is incorporated into this Resolution by this reference.

Section 3. That funding in the amount of \$72,894.55 will be appropriated from the Sewer/Wastewater Services / Infrastructure Improvements other than Bldgs. Account No. 402-35-02-535-63-10. Upon approval of this request, a budget transfer will be processed from Sewer/Wastewater Services / Professional Services / General Account No. 402-35-02-535-31-10

into the Sewer/Wastewater Services / Infrastructure Improvements other than Bldgs. Account No. 402-35-28-535-63-10.

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 upon its passage and adoption.

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 be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**CITY OF DANIA BEACH
CHANGE ORDER**

Change Order No.: 03
Project: LIFT STATIONS 1, 2 AND 3
Project No.: ITB-23-010
Contractor: DAVID MANCINI & SONS, INC

Date: Junio 3, 2025

DESCRIPTION OF WORK:

Following is the work included in this Change Order:

1- Following their assessment, South Florida Electrical submitted a change order proposal to DMSI on May 7, 2025, outlining the additional costs associated with implementing the revised electrical scope. In accordance with our contract obligations with the City of Dania Beach, DMSI issued a Potential Notice of Claim on May 13, 2025, to formally notify the City of the potential cost implications related to the revised plans.

REASON:

The additional costs reflected in this change order represent work that was not included in the original bid, as the revised electrical drawings were not available to us at the time of bid submission. This change order is submitted for consideration and approval to cover the additional scope and associated costs required to comply with the updated plans issued by the City.

GRANTED TIME DUE TO DELAYS IN CRITICAL

0 Calendar Days

ACTIVITIES: TOTAL COST OF WORK \$72,894.55

Change Order 01 - Cost Breakdown

Item	Description	Qty.	Unit	Unit Price	Amount
1	Total Labor	1	LS	\$14,712.81	\$14,712.81
2	Total Equipment	1	LS	\$ 725.70	\$ 725.70
3	Total Material	1	LS	\$ 3,561.54	\$ 6,561.54
4	Total Subcontractor	1	LS	\$53,894.50	\$53,894.50
				TOTAL	\$72,894.55

Requested by:



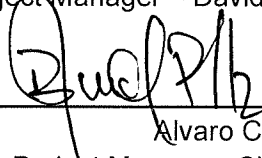
06/10/25

Date

Devin Tizon

Project Manager – David Mancini & Sons Inc.

Recommended by:



6/10/2025

Date

Alvaro Cortes

Sr. Project Manager- City of Dania Beach

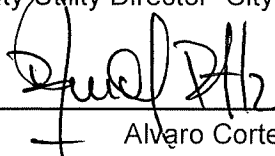
Concurrence:

Sean Schutten

Date

Deputy Utility Director- City of Dania Beach

Approved by:



6/10/2025

Date

Alvaro Cortes

Sr. Project Manager - City of Dania Beach

Approved by:

Ana M. Garcia

Date

City Manager - City of Dania Beach



DAVID MANCINI
& SONS, INC.

2655 South Le Jeune Rd, Suite P2A Coral Gables 33134
PH: (954) 977-3556 FAX: (954) 944-2040

2601 Wiles Rd Pompano Beach Florida 33073
PH: (954) 977-3556 FAX: (954) 944-2040

RFAC #003 - INCREASED BURDEN DUE TO REVISED ELECTRICAL PLANS

PROJECT NAME: NORTH BAY VILLAGE WASTEWATER PUMPSTATION
PROJECT #:24DBLS
CONTRACTOR: David Mancini & Sons, Inc. (DMSI)
Date: 5/16/2025

On March 27, 2025, the City of Dania Beach issued revised electrical drawings for Lift Stations 1, 2, and 3 to DMSI. Upon receipt, DMSI promptly forwarded the updated plans to our electrical subcontractor, South Florida Electrical, for review and pricing of any changes or impacts.

Following their assessment, South Florida Electrical submitted a change order proposal to DMSI on May 7, 2025, outlining the additional costs associated with implementing the revised electrical scope. In accordance with our contract obligations with the City of Dania Beach, DMSI issued a Potential Notice of Claim on May 13, 2025, to formally notify the City of the potential cost implications related to the revised plans.

The additional costs reflected in this change order represent work that was not included in the original bid, as the revised electrical drawings were not available to us at the time of bid submission. This change order is submitted for consideration and approval to cover the additional scope and associated costs required to comply with the updated plans issued by the City.

SUMMARY OF DIRECT ADDITIONAL COSTS

TOTAL LABOR	\$	14,712.81
TOTAL EQUIPMENT	\$	725.70
TOTAL MATERIAL	\$	3,561.54
TOTAL SUBCONTRACTOR	\$	53,894.50

Subtotal Direct Cost	\$	72,894.55
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SUMMARY OF TIME IMPACT (REQUEST FOR ADDITIONAL TIME)

#	Description	Unit	QTY
	Possible Additional Time Required to Cover Extra Work/MATERIAL	CALENDAR DAYS	TBD

POSSIBLE TIME ADDED TO CONTRACT	Calendar Days	TBD
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<u>TOTAL LUMP SUM COST</u>	\$	72,894.55
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RFAC #003 - INCREASED BURDEN DUE TO REVISED ELECTRICAL PLANS

LABOR COSTS -

LABOR BURDEN MULTIPLIER (LBM)		57.80%
Social Security Contributions & Excise and Payroll	6.20%	
Medicate Rate	1.45%	
Unemployment	7.25%	
Workmens Compensation	10.25%	
Health Benefits	15.37%	
Retirement Benefits	17.28%	

VACATION MULTIPLIER (VM)		13.00%
Sick Leave (1 week out of 52)		
Vacation (2 weeks out of 52)		
Holiday Pay (1 week out of 52)		

Insurance Schedule		4.35%
Insurance Public Liability and Property Damage		
Insurance	4.35%	

Total Burden Rate	75.15%
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DAVID MANCINI
& SONS, INC.

SUMMARY - LABOR COSTS			
SUPERVISION			See Below
MAINLINE CREW			See Below
SERVICE CREW			See Below
RESTORATION			See Below
TOTAL LABOR			\$ 14,712.81

SUPERVISION	Hourly Rate (Salary)	Burden	Hours (Salary)	Total Cost
Project Manager	\$ 120.00	1.7515	6	\$ 1,261.08
Superintendent	\$ 120.00	1.7515	12	\$ 2,522.16
CONTRACTORS MARK-UP 18%				\$ 680.98
BONDS AND INSURANCE MARK-UP 2.5%				\$ 80.08
TOTAL LABOR				\$ 4,544.30

MAINLINE CREW - Force Main DMSI	Hourly Rate	OT- Rate	Burden	Hrs.	OT-Hours	Total Cost
Lead Foreman	\$ 50.00	\$ 75.00	1.7515	24.0		\$ 2,101.80
Backhoe Operator	\$ 27.00	\$ 40.50	1.7515	24.0		\$ 1,134.97
Loader Operator	\$ 27.00	\$ 40.50	1.7515	24.0		\$ 1,134.97
Pipelayer	\$ 25.00	\$ 37.50	1.7515	24.0		\$ 1,050.90
Pipelayer	\$ 24.00	\$ 36.00	1.7515	24.0		\$ 1,008.86
Dump Truck Driver	\$ 27.00	\$ 40.50	1.7515	24.0		\$ 1,134.97
Laborer	\$ 20.00	\$ 30.00	1.7515	24.0		\$ 840.72
SUBTOTAL						\$ 8,407.20
CONTRACTORS MARK-UP 18%						\$ 1,513.30
BONDS AND INSURANCE MARK-UP 2.5%						\$ 248.01
TOTAL LABOR						\$ 10,168.51

EQUIPMENT COST



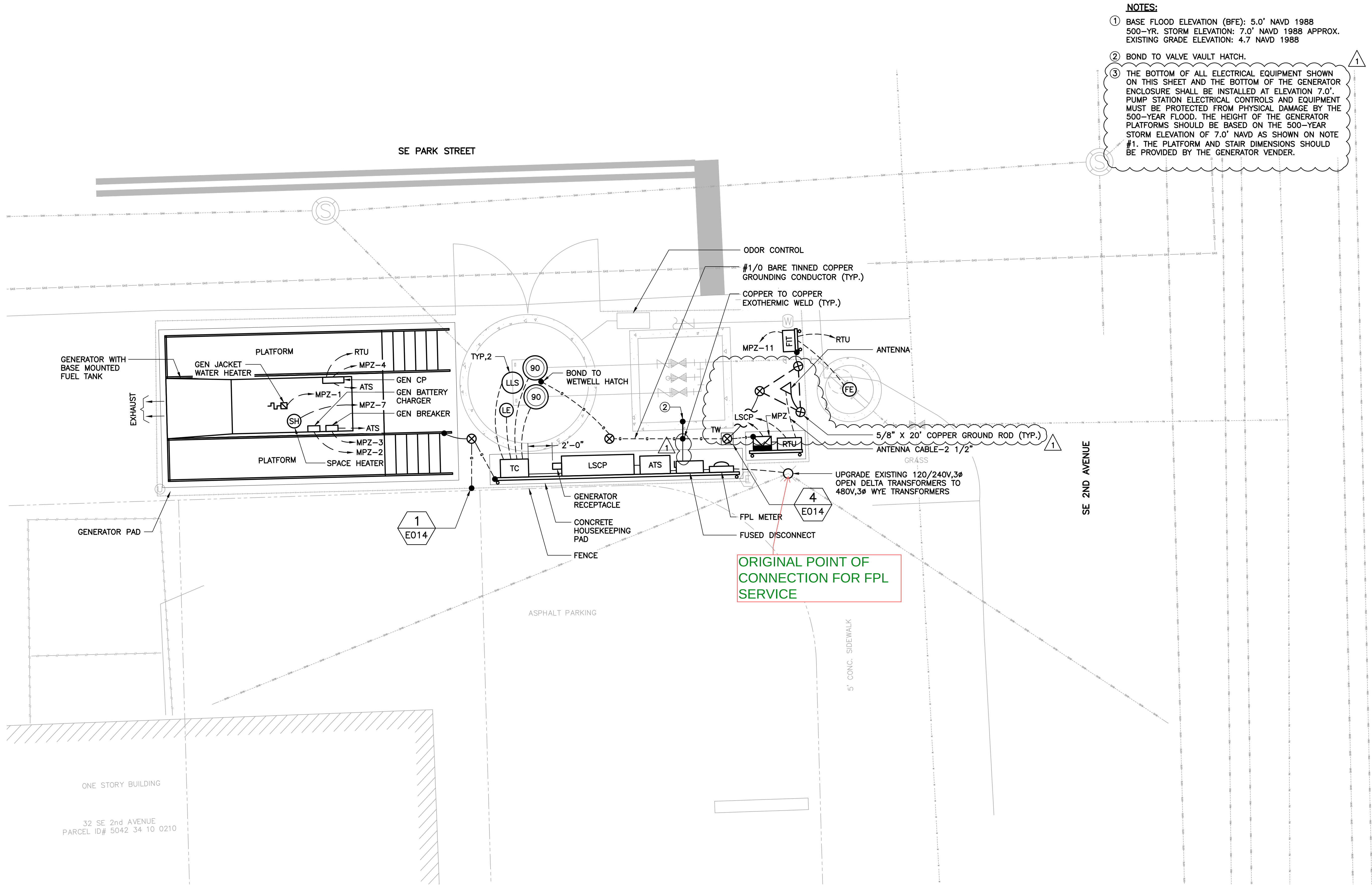
DAVID MANCINI
& SONS, INC.

Work Description	QTY	Unit	Unit Cost	Total Cost
ADDITIONAL EQUIPMENT				
Dump Truck (18 CY)	8	HRS	\$ 75.00	\$ 600.00
SUBTOTAL				\$ 600.00
Contractors Mark-up 18%				\$ 108.00
Bonds & Insurance Mark-up 2.5%				\$ 17.70
TOTAL MATERIAL COST FOR ADDITIONAL WORK				\$ 725.70

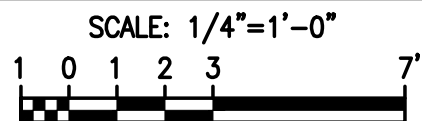
Work Description	QTY	Unit	Unit Cost	Total Cost
ADDITIONAL MATERIAL				
SOD	1	PAL	\$ 145.00	\$ 145.00
CONCRETE SIDEWALK	7	CY	\$ 185.00	\$ 1,295.00
ASPHALT SURFACE RESTORATION	16	TN	\$ 82.00	\$ 1,312.00
SUBTOTAL				\$ 2,752.00
TAX 7%				\$ 192.64
Contractors Mark-up 18%				\$ 530.04
Bonds & Insurance Mark-up 2.5%				\$ 86.87
TOTAL MATERIAL COST FOR ADDITIONAL WORK				\$ 3,561.54

Work Description	QTY	Unit	Unit Cost	Total Cost
ADDITIONAL BURDEN				
SOUTH FLORIDA ELECTRICAL LS #1	1	LS	\$ 18,400.00	\$ 18,400.00
SOUTH FLORIDA ELECTRICAL LS #2	1	LS	\$ 12,200.00	\$ 12,200.00
SOUTH FLORIDA ELECTRICAL LS #3	1	LS	\$ 17,200.00	\$ 17,200.00
SUBTOTAL				\$ 47,800.00
Contractors Mark-up 10%				\$ 4,780.00
Bonds & Insurance Mark-up 2.5%				\$ 1,314.50
TOTAL MATERIAL COST FOR ADDITIONAL WORK				\$ 53,894.50

Plotted By: Kyle Grant - Sheet Set: BEC Dania Beach Lift Stations No. 1, 2, 3 - Layout: 24 x 36 - July 12, 2023 11:26:34am - C:\Users\KGrant\OneDrive\Engineering\ACTIVE-CC - Documents\Active Projects\Kimley-Horn\Dania Beach LS\08_Rev\Drawings\010 LS NO. 1 ELECT PLAN.dwg
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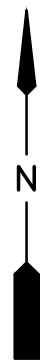


LIFT STATION NO. 1 ELECTRICAL PLAN



SITE ADDRESS:
50 SE 2ND AVE
DANIA BEACH, FL 33004

- NOTES:**
- BASE FLOOD ELEVATION (BFE): 5.0' NAVD 1988
500-YR. STORM ELEVATION: 7.0' NAVD 1988 APPROX.
EXISTING GRADE ELEVATION: 4.7 NAVD 1988
 - BOND TO VALVE VAULT HATCH.
 - THE BOTTOM OF ALL ELECTRICAL EQUIPMENT SHOWN ON THIS SHEET AND THE BOTTOM OF THE GENERATOR ENCLOSURE SHALL BE INSTALLED AT ELEVATION 7.0'. PUMP STATION ELECTRICAL CONTROLS AND EQUIPMENT MUST BE PROTECTED FROM PHYSICAL DAMAGE BY THE 500-YEAR FLOOD. THE HEIGHT OF THE GENERATOR PLATFORMS SHOULD BE BASED ON THE 500-YEAR STORM ELEVATION OF 7.0' NAVD AS SHOWN ON NOTE #1. THE PLATFORM AND STAIR DIMENSIONS SHOULD BE PROVIDED BY THE GENERATOR VENDER.



10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



LIFT STATION AND GENERATOR
IMPROVEMENTS
PREPARED FOR
CITY OF DANIA BEACH
DANIA BEACH FL

LIFT STATION NO. 1
ELECTRICAL PLAN

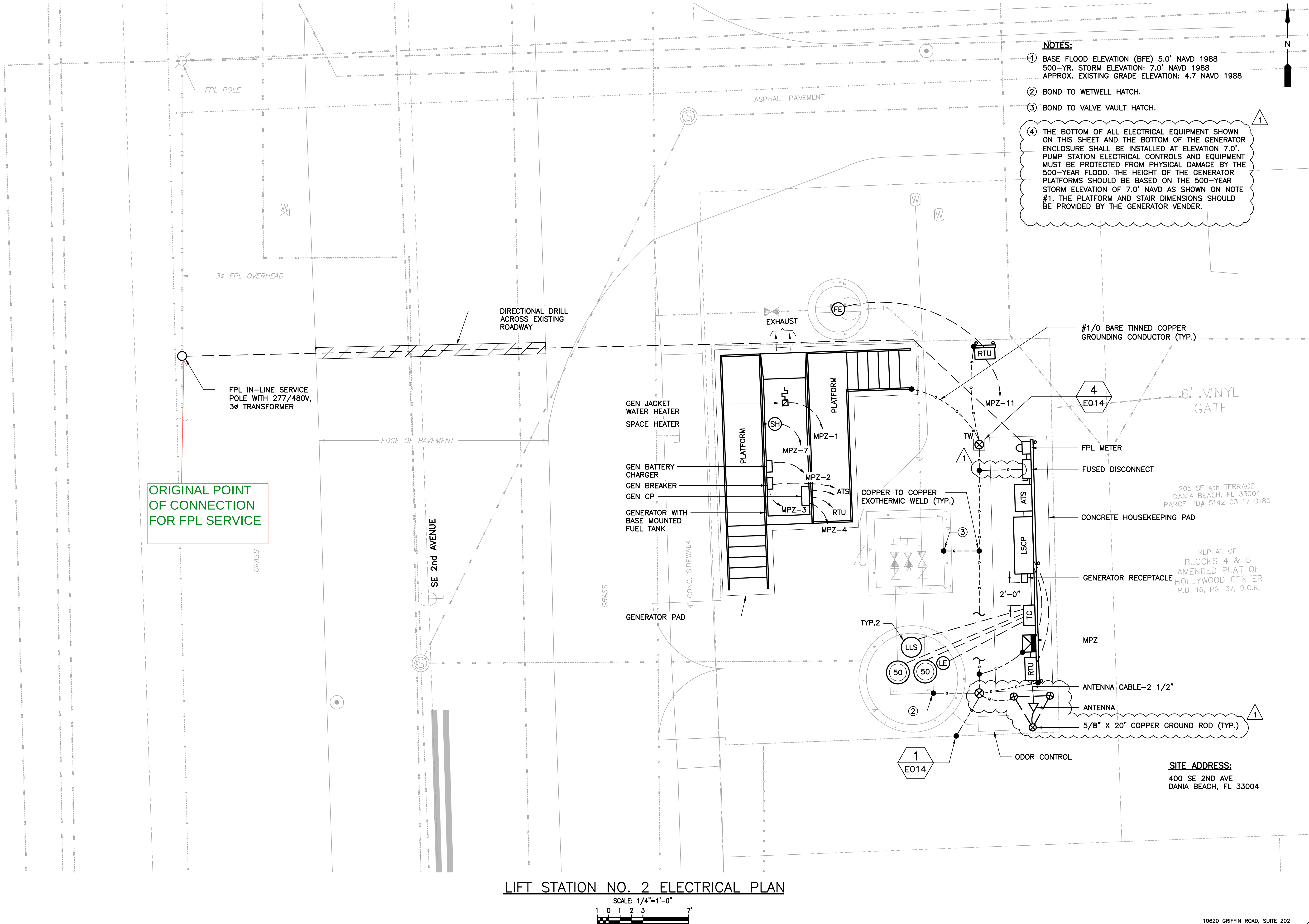
KHA PROJECT
044719010
DATE
JUNE 2023
SCALE AS SHOWN
DESIGNED BY JPL
DRAWN BY SJL
CHECKED BY SEB
LISCENSED PROFESSIONAL
STEPHEN E. BAILEY, P.E.
FL LICENSE NUMBER
42461
DATE
7/12/23

Kimley»Horn

8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM
REGISTRY No. 696

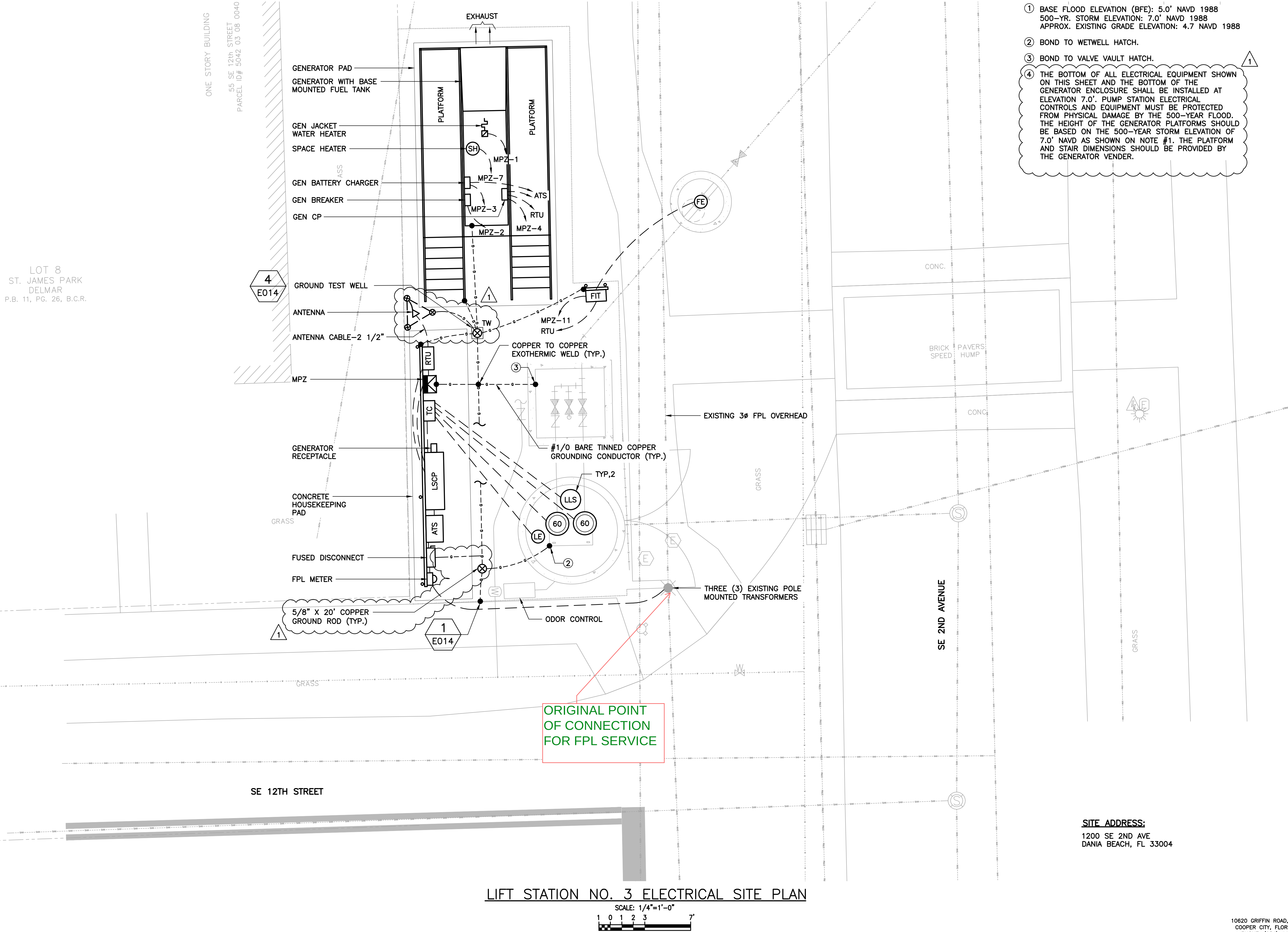
REVISIONS	DATE	BY
REVISION NO. 1	07/12/23	SEB
No.		

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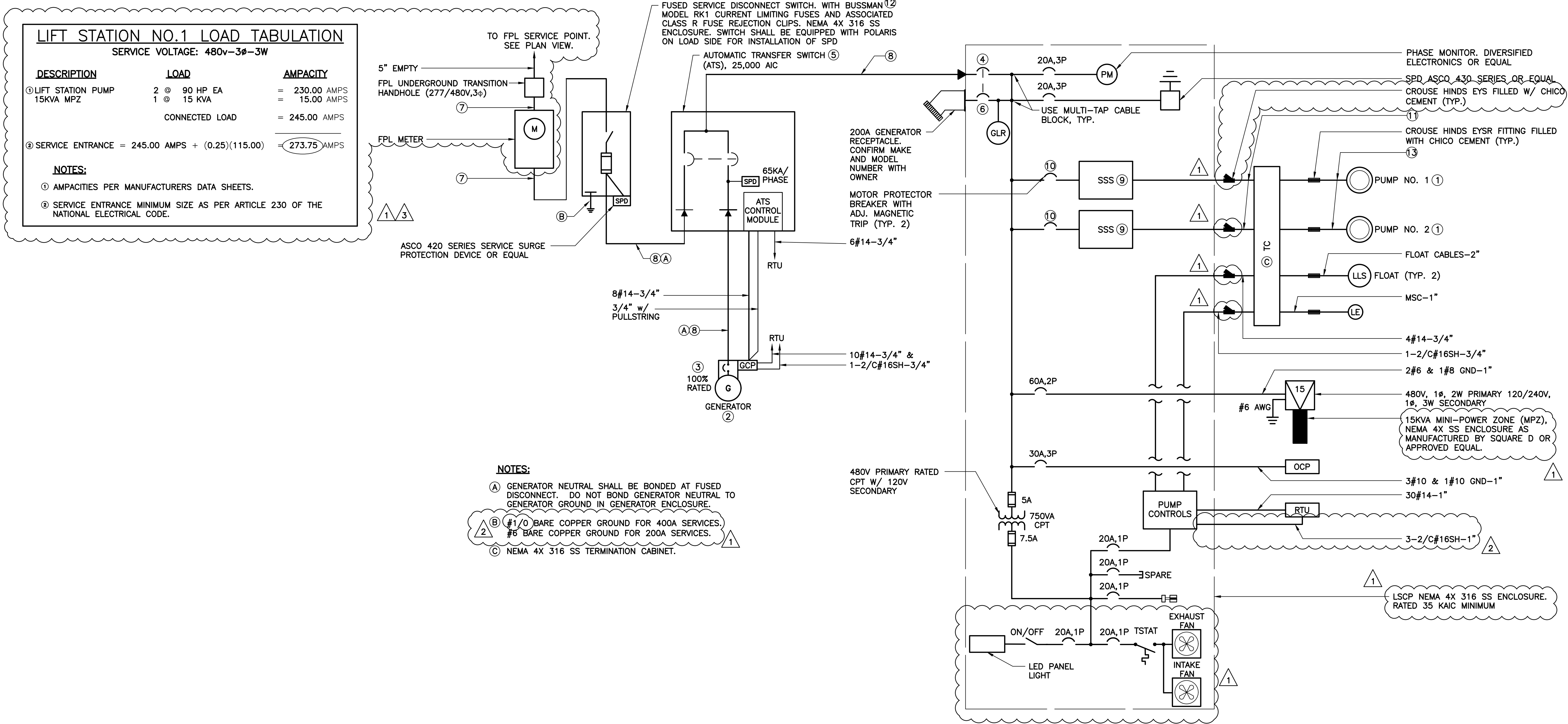
LIFT STATION AND GENERATOR IMPROVEMENTS PREPARED FOR CITY OF DANIA BEACH	DANIA BEACH FL	SHEET NUMBER E011	LIFT STATION NO. 2 ELECTRICAL PLAN				Kimley»Horn 8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324 PHONE: 954-535-5100 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM REGISTRY No. 696				
			LICENSED PROFESSIONAL STEPHEN E. BAILEY, P.E. FL LICENSE NUMBER 42461								
			KHA PROJECT 044719010 DATE JUNE 2023 SCALE AS SHOWN DESIGNED BY JPL DRAWN BY SJL CHECKED BY SEB DATE 7/12/23								
			REVISIONS			REVISION NO. 1			DATE 07/12/23		
						BY					

Plotted By: Kyle Grant - Sheet Set: BEC Dania Beach Lift Stations No. 1, 2, 3 - Layout: 24 x 36 - July 12, 2023 11:26:38am - C:\Users\karant\OneDrive\Engineering\ACTIVE-CC - Documents\Active Projects\Kimley-Horn\Dania Beach LS\08 - Rev\Drawings\012 LS NO. 3 ELECTRICAL SITE PLAN.dwg
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LIFT STATION AND GENERATOR IMPROVEMENTS PREPARED FOR CITY OF DANIA BEACH		LIFT STATION NO. 3 ELECTRICAL PLAN		KIMLEY-HORN		8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324 PHONE: 954-535-5100 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM		REVISION NO. 1 07/12/23		BY DATE	
SHEET NUMBER E012		DESIGNED BY JPL		CHECKED BY SJB		DATE 7/12/23		FL		No.	
KHA PROJECT 044719010		DATE JUNE 2023		SCALE AS SHOWN		LISCENSED PROFESSIONAL STEPHEN E. BAILEY, P.E.		FL LICENSE NUMBER 42461		REVISIONS	
DRAWN BY SJB		CHECKED BY SJB		DATE 7/12/23		FL		No.		BY	

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LIFT STATION 1 RISER DIAGRAM

LIFT STATION #1 ELECTRICAL DATA TABLE

EXISTING FPL METER #	STATION#	PROPOSED SERVICE VOLTAGE	MOTOR SIZE HP ①	MIN GEN. SIZE (KW) ②	GEN. BREAKER ③	PANEL MAIN BREAKER ④	ATS ⑤	EMERGENCY BREAKER ⑥	SERVICE CONDUCTORS (BEFORE DISC.) ⑦	FEEDER CONDUCTORS (AFTER DISC.) ⑧	STARTER SIZE ⑨	MOTOR BREAKER ⑩	PUMP FEEDERS ⑪	FUSED DISCONNECT ⑫	PUMP CABLE CONDUIT SIZE (INCHES) ⑬
ST369V0	1	480V,3Ø,3W WYE	90 (115A)	230	400A, 3P	400A, 3P	400A, 3P	200A, 3P	4-500KCMIL-4"	4-500KCMIL & 1#2 GND-4"	SSS (171A MIN)	175A,3P	3#3/0 & 1#2 GND-2 1/2"	400A	3"

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C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



Kimley-Horn

LICENSED PROFESSIONAL
STEPHEN E. BAILEY, P.E.
FL LICENSE NUMBER
42461

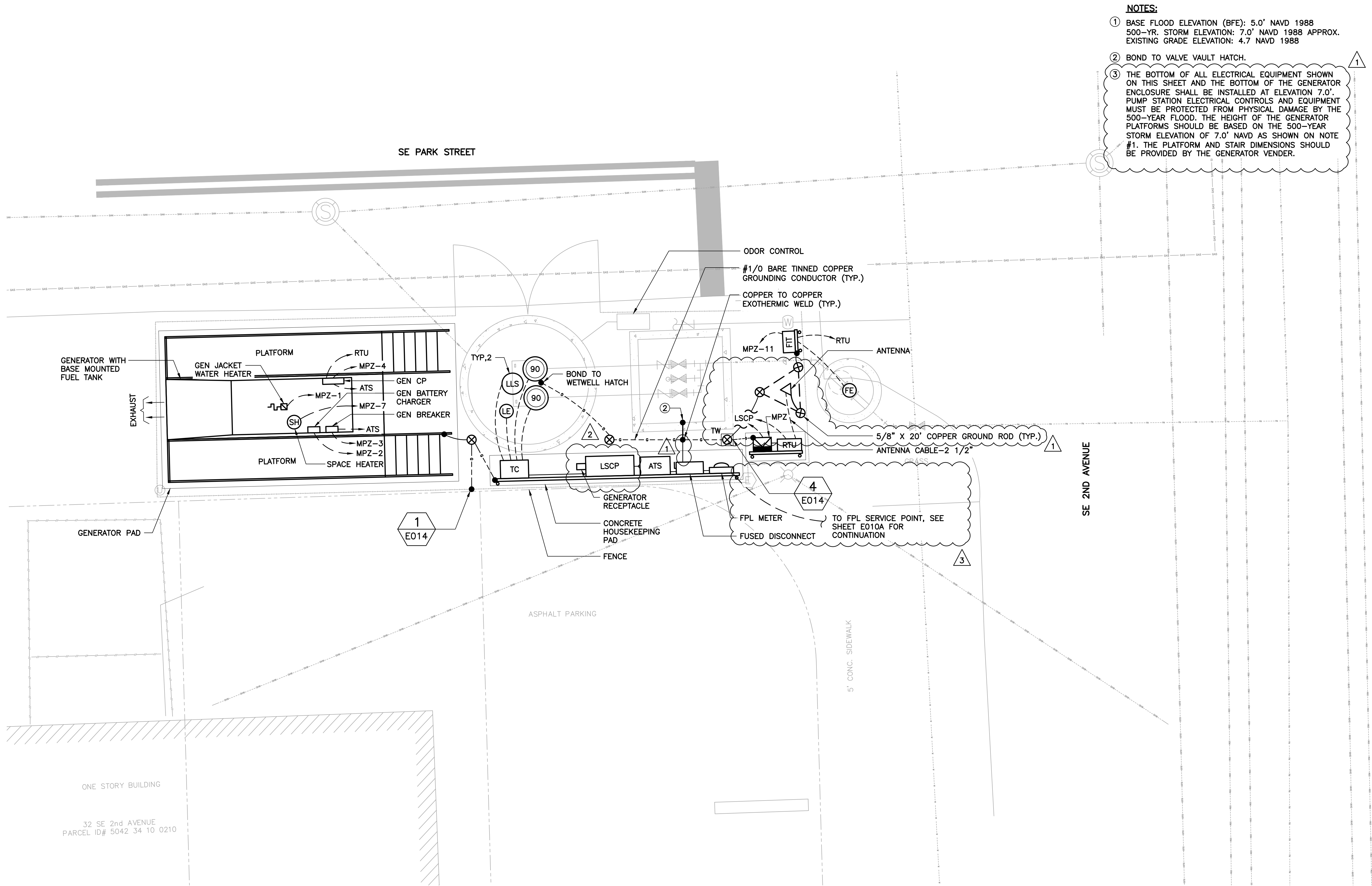
**LSCP #1 SINGLE
LINE DIAGRAM**

**LIFT STATION AND GENERATOR
IMPROVEMENTS
PREPARED FOR
CITY OF DANIA BEACH**

SHEET NUMBER
E002

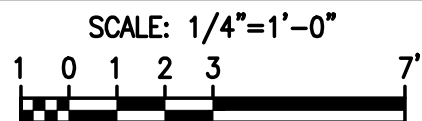
REVISIONS	DATE	BY
CONSTRUCTION REVISION NO. 3	02/04/25	SEB
CONSTRUCTION REVISION NO. 2	09/27/24	SEB
REVISION NO. 1	07/12/23	SEB
No.		

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- NOTES:**
- 1 BASE FLOOD ELEVATION (BFE): 5.0' NAVD 1988
500-YR. STORM ELEVATION: 7.0' NAVD 1988 APPROX.
EXISTING GRADE ELEVATION: 4.7 NAVD 1988
 - 2 BOND TO VALVE VAULT HATCH.
 - 3 THE BOTTOM OF ALL ELECTRICAL EQUIPMENT SHOWN ON THIS SHEET AND THE BOTTOM OF THE GENERATOR ENCLOSURE SHALL BE INSTALLED AT ELEVATION 7.0'. PUMP STATION ELECTRICAL CONTROLS AND EQUIPMENT MUST BE PROTECTED FROM PHYSICAL DAMAGE BY THE 500-YEAR FLOOD. THE HEIGHT OF THE GENERATOR PLATFORMS SHOULD BE BASED ON THE 500-YEAR STORM ELEVATION OF 7.0' NAVD AS SHOWN ON NOTE #1. THE PLATFORM AND STAIR DIMENSIONS SHOULD BE PROVIDED BY THE GENERATOR VENDER.

LIFT STATION NO. 1 ELECTRICAL PLAN



SITE ADDRESS:
50 SE 2ND AVE
DANIA BEACH, FL 33004

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (954) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



LIFT STATION AND GENERATOR
IMPROVEMENTS
PREPARED FOR
CITY OF DANIA BEACH
DANIA BEACH FL

SHEET NUMBER
E010

LIFT STATION NO. 1
ELECTRICAL PLAN

KHA PROJECT
044719010
DATE
JANUARY 2025
SCALE AS SHOWN
DESIGNED BY JPL
DRAWN BY SJL
CHECKED BY SEB
LISCENSED PROFESSIONAL
STEPHEN E. BAILEY, P.E.
FL LICENSE NUMBER
42461
DATE
2/5/25

Kimley-Horn

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PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM
REGISTRY No. 696

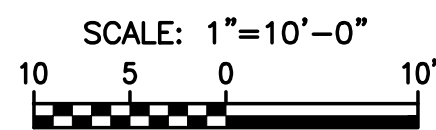
REVISIONS	DATE	BY
CONSTRUCTION REVISION NO. 3	02/05/25	SEB
CONSTRUCTION REVISION NO. 2	09/27/24	SEB
REVISION NO. 1	07/12/23	SEB
No.		

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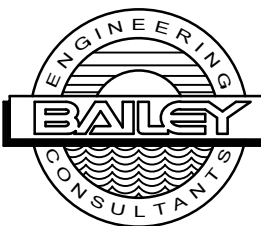


SITE ADDRESS:
50 SE 2ND AVE
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LIFT STATION NO. 1 ELECTRICAL SITE PLAN



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Florida P.E. No. 42461



LIFT STATION AND GENERATOR
IMPROVEMENTS
PREPARED FOR
CITY OF DANIA BEACH

DANIA BEACH

SHEET NUMBER
E010A

LIFT STATION NO. 1
ELECTRICAL SITE
PLAN

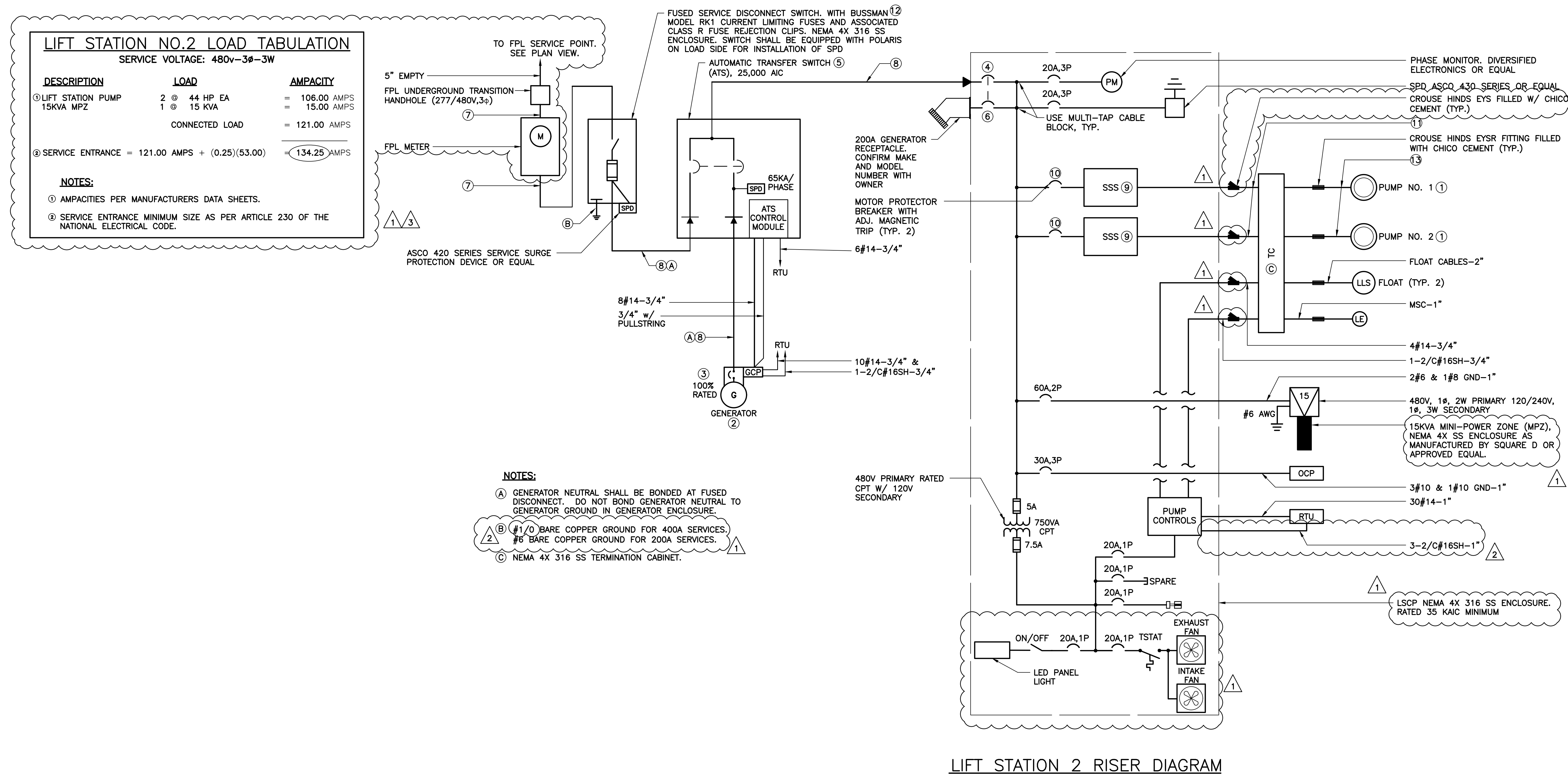
FL

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STEPHEN E. BAILEY, P.E.
FL LICENSE NUMBER
42461
DATE: 2/5/25

KHA PROJECT
044719010
DATE
JANUARY 2025
SCALE AS SHOWN
DESIGNED BY JPL
DRAWN BY SJL
CHECKED BY SEB

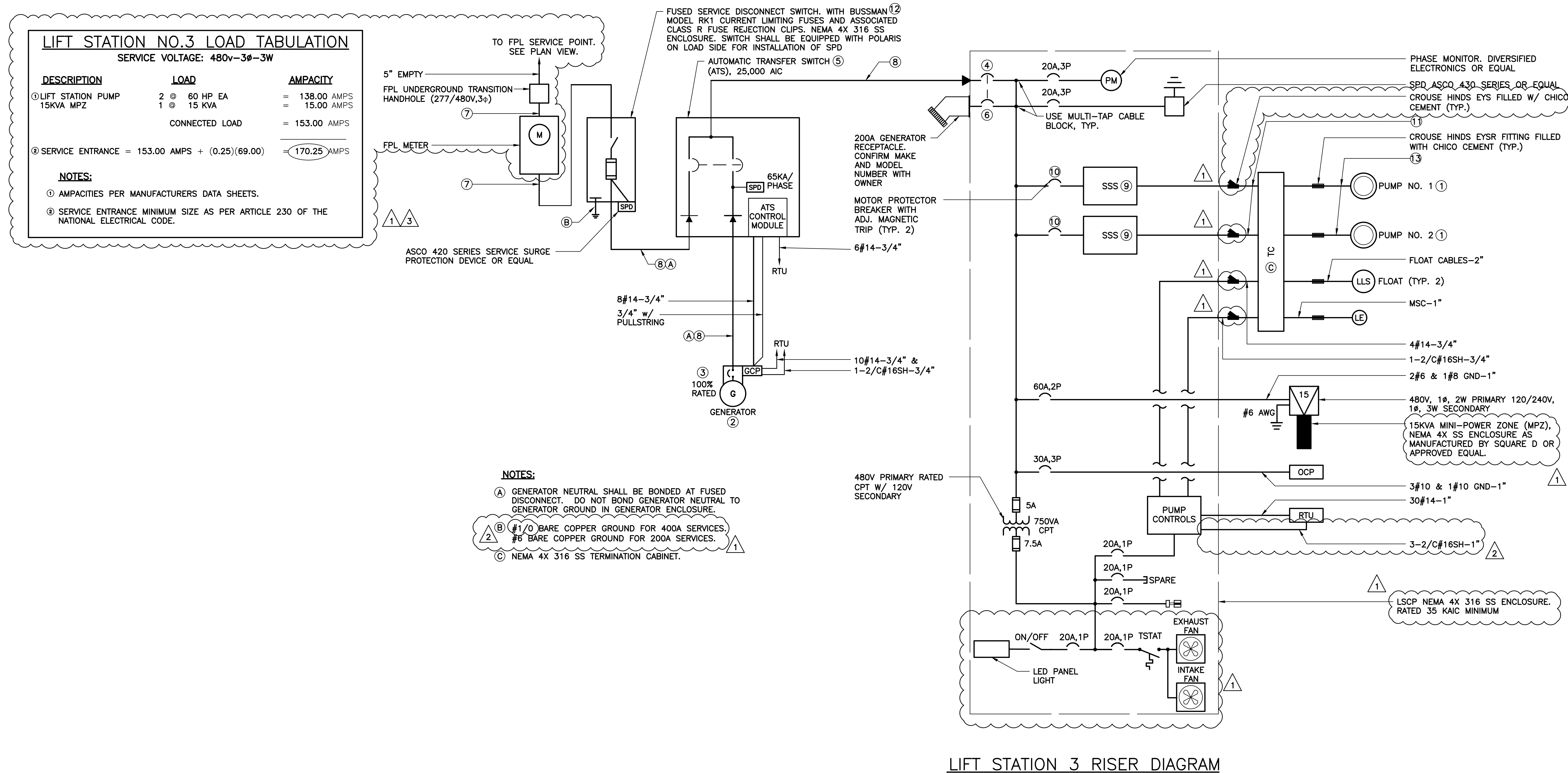
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PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 696

CONSTRUCTION REVISION NO. 3
REVISIONS
DATE
BY

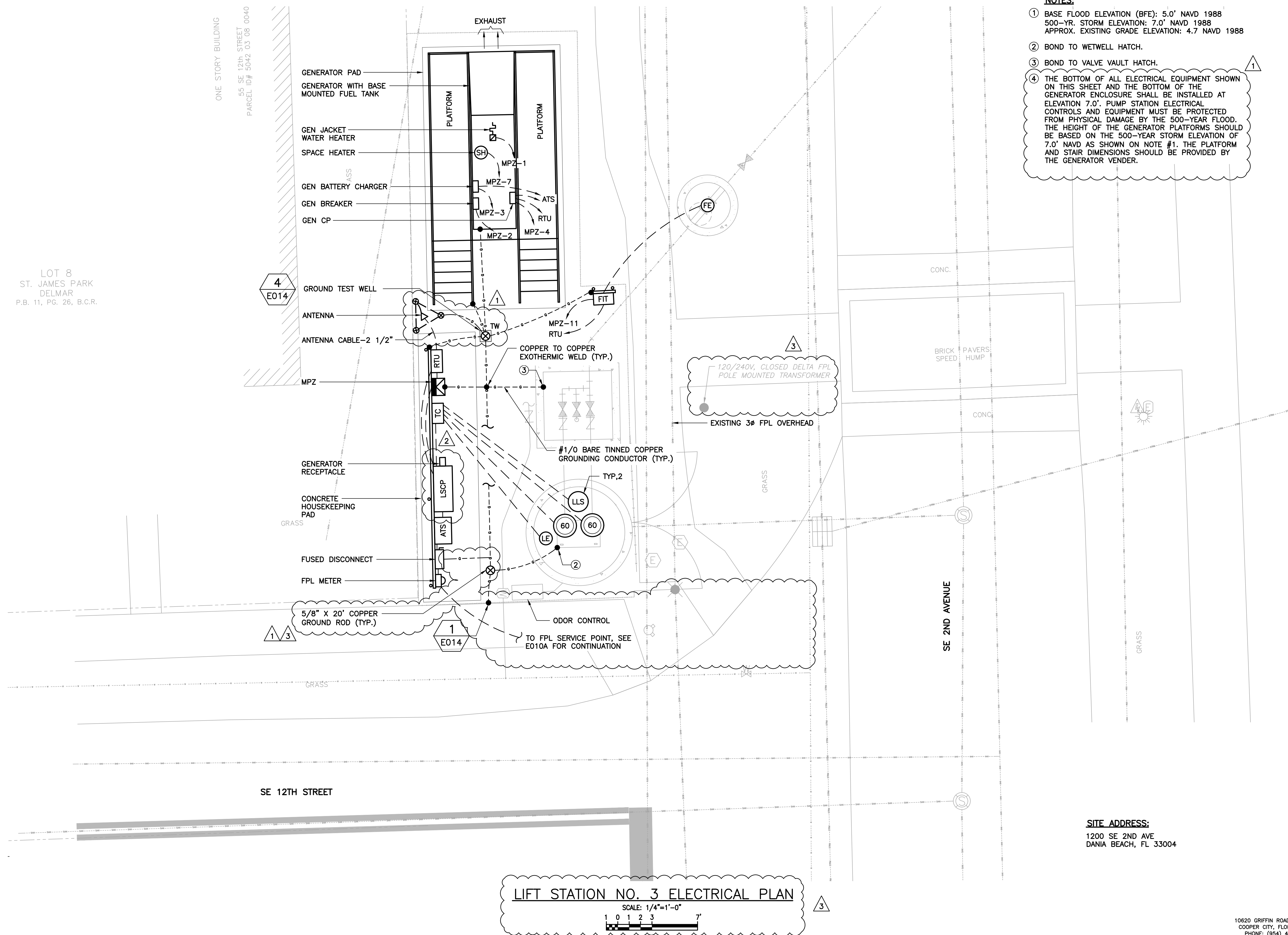


LIFT STATION #2 ELECTRICAL DATA TABLE															
EXISTING FPL METER #	STATION#	PROPOSED SERVICE VOLTAGE	MOTOR SIZE HP ①	MIN GEN. SIZE (KW) ②	GEN. BREAKER ③	PANEL MAIN BREAKER ④	ATS ⑤	EMERGENCY BREAKER ⑥	SERVICE CONDUCTORS (BEFORE DISC.) ⑦	FEEDER CONDUCTORS (AFTER DISC.) ⑧	STARTER SIZE ⑨	MOTOR BREAKER⑩	PUMP FEEDERS⑪	FUSED DISCONNECT⑫	PUMP CABLE CONDUIT SIZE (INCHES) ⑬
XXXXXXX	2	480V,3ø,3W WYE	44 (53A)	150	200A, 3P	200A, 3P	225A, 3P	200A, 3P	4#3/0-2 1/2"	4#3/0 & 1#6 GND 2 1/2"	SSS (85A MIN)	150A,3P	3#1/0 & 1#6 GND-2"	200A	2"





EXISTING FPL METER #	STATION#	PROPOSED SERVICE VOLTAGE	MOTOR SIZE HP ①	MIN GEN. SIZE (KW) ②	GEN. BREAKER ③	PANEL MAIN BREAKER ④	ATS ⑤	EMERGENCY BREAKER ⑥	SERVICE CONDUCTORS (BEFORE DISC.) ⑦	FEEDER CONDUCTORS (AFTER DISC.) ⑧	STARTER SIZE ⑨	MOTOR BREAKER⑩	PUMP FEEDERS⑪	FUSED DISCONNECT⑫	PUMP CABLE CONDUIT SIZE (INCHES) ⑬
XXXXXXX	3	480V,3Ø,3W WYE	60 (69A)	150	200A, 3P	200A, 3P	225A, 3P	200A, 3P	4#3/0-2 1/2"	4#3/0 & 1#6 GND 2 1/2"	SSS (96A MIN)	150A,3P	3#1/0 & 1#6 GND-2"	200A	2"



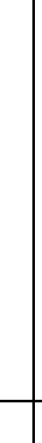
① BASE FLOOD ELEVATION (BFE): 5.0' NAVD 1988
500-YR. STORM ELEVATION: 7.0' NAVD 1988
APPROX. EXISTING GRADE ELEVATION: 4.7 NAVD 1988

③ BOND TO VALVE VAULT HATCH.

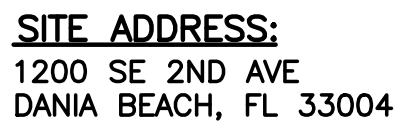
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1200 SE 2ND AVE
DANIA BEACH, FL 33004



SHEET NUMBER		E010	
LIFT STATION AND GENERATOR IMPROVEMENTS PREPARED FOR CITY OF DANIA BEACH		DANIA BEACH FL	
LIFT STATION NO. 3 ELECTRICAL PLAN		KMA PROJECT 04-719010 DATE JUNE 2023 SCALE AS SHOWN DESIGNED BY JPL DRAWN BY SIL CHECKED BY DATE: 2/5/25	
LICENSED PROFESSIONAL STEPHEN E. BAILEY, P.E. FL LICENSE NUMBER 42461		8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324 PHONE: 954-535-5100 FAX: 954-739-2247 WWW.KIMLEY-HORN.COM REGISTRY No. 696	
KIMLEY HORN 		NO. _____ REVISIONS _____ DATE _____ BY _____	

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No.		CONSTRUCTION REVISION NO. 3	02/05/25	DATE	BY



May 7th, 2025

DMSI

PROPOSAL

Project: Diana Beach Lift Station

South Florida Electrical Consultant is pleased to submit our electrical proposal to furnish and install the following scope of work as per your request:

Lift Station 1 - Additional Scope

- Larger size conduit, directional bore - \$9,500.00
- Upsize in core copper wire ground - \$1,000.00
- Crouse Hinds Eys conduit fittings and labor - \$2,500.00
- Upsize in MPZ to 15 KVA - \$5,200.00

Proposed Price - \$ 18,400.00

Respectfully

Hector L. Rodriguez
Vice President



May 7th, 2025

DMSI

PROPOSAL

Project: Diana Beach Lift Station

South Florida Electrical Consultant is pleased to submit our electrical proposal to furnish and install the following scope of work as per your request:

Lift Station 2 - Additional Scope

- Larger size conduit, directional bore - \$4,500.00
- Crouse Hinds Eys conduit fittings and labor - \$2,500.00
- Upsize in MPZ to 15 KVA - \$5,200.00

Proposed Price - \$ 12,200.00

Respectfully,


Hector L. Rodriguez
Vice President



May 7th, 2025

DMSI

PROPOSAL

Project: Diana Beach Lift Station

South Florida Electrical Consultant is pleased to submit our electrical proposal to furnish and install the following scope of work as per your request:

Lift Station 3 - Additional Scope

- Larger size conduit, directional bore - \$9,500.00
- Crouse Hinds Eys conduit fittings and labor - \$2,500.00
- Upsize in MPZ to 15 KVA - \$5,200.00

Proposed Price - \$ 17,200.00

Respectfully

Hector L. Rodriguez
Vice President



General Asphalt Co., LLC.

4850 NW 72 Avenue
Miami, Florida 33166
Phone: (305) 592-3480
Fax: 305) 477-4675

Price Increase Notice

DATE: January 8th, 2025
FROM: ROBERT A. LOPEZ
SUBJECT: *Asphalt Price Increase*
Effective Date: February 1st, 2025

Dear Valued Customer:

Due to recent price increases from our supplier, General Asphalt Co., LLC is forced to increase the price of our Asphalt. Attached you will find new prices effective February 1st, 2025.

We value your business and continued support to General Asphalt Co., LLC. If you have any questions regarding this price change please contact our Vice President, Mr. Albert J Lopez.

Debido a los recientes incrementos en el precio de nuestro proveedor, General Asphalt Co., LLC. se ve forzada a incrementar el precio de nuestro asfalto, adjunto encontrará nuestros nuevos precios que se harán efectivos a partir del 1 de febrero de 2025.

Valoramos su negocio y el apoyo continuo a General Asphalt Co., LLC. Si tienen preguntas con respecto a estos cambios por favor contactar al vicepresidente, Sr. Albert J Lopez.

Sincerely,
ROBERT A. LOPEZ
Executive Chairman

GENERAL ASPHALT CO., LLC.



ACCOUNT CUSTOMERS

PRICES FOR PLANT 1

4850 NW 72nd Avenue Miami FL 33166

EFFECTIVE: 02/01/2025

Mix Type	Price/Ton
S-1 & SP 12.5 C	\$79.00
S-1 & SP 12.5 C Virgin	\$96.00
S-3 & SP 9.5 C	\$82.00
S-3 & SP 9.5 C Virgin	\$99.00
FC-9.5 Polymer	\$115.00
FC-12.5 Polymer	\$112.00
FC-5 Polymer	\$119.00
Cold Mix	\$117.00
Rap Mixed Millings	\$15.00
Tack (Price per Gal)	\$9.00

Mix availability and plant hours of operation can vary daily. Please call or e-mail by 12:00 p.m. the day before you need your asphalt. **Prices above do not include tax.**

For East Dade Plant Call Alberto directly at 305-970-8430 or e-mail the plant at Dispatch@generalasphalt.com.

For West Dade Plant Call Carlos directly at 786-780-1362 or e-mail the plant at Westdade@generalasphalt.com.



ACCOUNT CUSTOMERS

PRICES FOR WEST DADE

17200 NW 122 AVENUE, MIAMI FL 33015

EFFECTIVE: 02/01/2025

Mix Type	Price/Ton
S-1 & SP 12.5 C	\$79.00
S-3 & SP 9.5 C	\$82.00
FC-9.5 Polymer	\$115.00
FC-12.5 Polymer	\$112.00
FC-5 Polymer	\$119.00

Mix availability and plant hours of operation can vary daily. Please call or e-mail by 12:00 p.m. the day before you need your asphalt. **Prices above do not include tax.**

For West Dade Plant Call Carlos directly at 786-780-1362 or e-mail the plant at Westdade@generalasphalt.com.

FLORIDA CONCRETE
& PRODUCTS ASSOCIATION, INC.
AGGREGATE • CEMENT • MASONRY • PIPE • READY MIX



NRMCATM
SILVER
PREMIER PRODUCER

[illegible]



5400 SW 160TH AVE SOUTHWEST RANCHES FL 33331

Date: 3/17/2025

Job ID:23-GOLF

Attention:

ALEJANDRA

Nate Smith

DELIVERY OR PICK UP : 3/17/25
COMPANY: DAVID MANCINI AND SONS
PHONE:305-775-570

Item #	Item Summary	Unit	Quantity	Price \$	Total
	ST AUGUSTINE SOD	PALLET	3	\$145	\$435.00
	TAX & PROCESSING FEE				47.85
	TOTAL				482.85

NOTE:

- Sod price includes: SOD
- 50% OF THE TO TAL AMOUNT IS REQUIERES PRIOR JOB START AND THE OTHER 50% AS SOON AS JOB FINISH
- Not return, exchange or reimbursement.
- Sod price doesn't include any site preparation or maintenance.
- Customer shall be responsible for moving any car, equipment or any object close to the working area, Attila Sod will NOT be responsible for any damage.
- IF YOU PAY BY ZELLE USE: 305-799-6236- ATTILA SOD LLC
- IFYOU PAY BY CC A 4% PROCESSING FEE WILL BE APPLIED PLUS TAX



ATTILA SOD

FOLLOW

5400 SOUTHWEST 160TH AVE
SW RANCHES, FL 333311412
+1 305-799-6236





City of Dania Beach Public Services Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

VIA: Eve Boutsis, City Attorney, on the behalf of Manager's Office

SUBJECT: Amended and Restated Transportation Surtax Interlocal Agreement

Request:

To approve the 2025 Amended and Restated Transportation Surtax Interlocal Agreement.

Background:

Because of the urgent need for transportation system improvements throughout Broward County ("County"); on June 5, 2018, the Broward County Commission voted to place a proposed "Transportation System Surtax Levy" of one percent (1%) on the November 6, 2018 ballot.

Broward County and the Metropolitan Planning Organization ("MPO") are requesting that each municipality within the County enter into an Interlocal Agreement ("ILA") to support the "Transportation System Surtax". In 2018, the County and the municipalities entered into the ILA Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of residents and visitors, including education of the electorate, consistent with state law requirements, on the importance of the Ballot Proposal.

The portion of the Transportation Surtax proceeds previously committed to distribute to municipalities has been distributed for municipal programs and projects that were deemed eligible pursuant to Section 212.055(1), Florida Statutes. The County seeks to restate the ILA agreement, and confirm the Cycle 1 Projects, to reprioritize the current distribution of Transportation Surtax funding to Cities among Community Shuttle, Capital Projects and Rehabilitation and Maintenance projects (R&M); (1) to provide a new Formula-based Funding model for R&M Projects and On-Demand Transportation during the Fiscal years 2026 through 2032, subject to Transportation Surtax funding availability; (2) to create new means of allowing cities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (3) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (4) to provide cities with flexibility on how each will use Formula-based funding from the Transportation Surtax; (5) to permit multiple cities to collaborate on the joint management of their Community Shuttle programs; (6) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to cities; and (7) to describe the role that the BBCMA will have in connection with certain parts of the programs established between the county and the cities.

Budgetary Impact

The City would be provided the Surtax Funding to construct transportation projects that qualify for the program.

Recommendation

Approval.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, because of the urgent need for transportation system improvements throughout Broward County (“County”); on June 5, 2018, the Broward County Commission voted to place a proposed “Transportation System Surtax Levy” of one percent (1%) on the November 6, 2018 ballot; and

WHEREAS, Broward County and the Metropolitan Planning Organization (“MPO”) are requesting that each municipality within the County enter into an Interlocal Agreement (“ILA”) to support the “Transportation System Surtax”; and

WHEREAS, in 2018, the County and the municipalities entered into the ILA Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of residents and visitors, including education of the electorate, consistent with state law requirements, on the importance of the Ballot Proposal; and

WHEREAS, the portion of the Transportation Surtax proceeds previously committed to distribute to municipalities has been distributed for municipal programs and projects that were deemed eligible pursuant to Section 212.055(1), Florida Statutes; and

WHEREAS, the County seeks to restate the ILA agreement, and confirm the Cycle 1 Projects, to reprioritize the current distribution of Transportation Surtax funding to Cities among Community Shuttle, Capital Projects and Rehabilitation and Maintenance projects (R&M); (1) to provide a new Formula-based Funding model for R&M Projects and On-Demand Transportation during the Fiscal years 2026 through 2032, subject to Transportation Surtax funding availability; (2) to create new means of allowing cities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (3) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (4) to provide cities with flexibility on how each will use Formula-based funding from the Transportation Surtax; (5) to permit multiple cities to collaborate on the joint management of their Community Shuttle programs; (6) to permit the ILA to be more easily

modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to cities; and (7) to describe the role that the BBCMA will have in connection with certain parts of the programs established between the county and the cities;

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 proper City officials are authorized to execute the 2025 Amended And Restated Transportation System Surtax Interlocal Agreement With Broward County, which agreement is incorporated by reference as Exhibit “A”.

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

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 passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (“2025 ILA”) is entered into among Broward County, a political subdivision of the State of Florida (“County”), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the “Municipalities” and each a “Municipality”), and the Broward County City Managers’ Association, Inc. (“BCCMA”). County, Municipalities, and the BCCMA are each a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (“Transportation Surtax Ordinance”), a 30-year 1% transportation surtax (“Transportation Surtax”) was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax (“Original ILA”). The Original ILA was amended in June 2019 (“First Amendment”), and in March 2021 (“Second Amendment”), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization (“BMPO”) as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the “ILA”).

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party’s knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties’ working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. ***Applicable Law*** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. **Centerline Miles** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. **Community Shuttle** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. **County Commission** means the Broward County Board of County Commissioners.

1.2.8. **Cycle 1 Ranked Projects** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. **Effective Date** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. **Eligible Municipal Project** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. **FDOT** means the Florida Department of Transportation.

1.2.12. **Fiscal Year** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. **MAP Administration** means County's Mobility Advancement Program Administration staff.

1.2.14. **Minimum Annual Guarantee** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. **Municipal Capital Project Tails** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. **Municipal Capital Projects** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. **Municipal Five-Year Plan** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that “Fiscal Year 2025 Five-Year Plan” means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. **Municipal Capital Project Contingency** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project’s construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. **Municipal R&M Projects** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. **Municipal Single Point of Contact** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality’s approved surtax projects, services, and initiatives.

1.2.21. **New Municipal Capital Projects** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. **On-demand Transportation Services** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term “On-demand Transportation Services” means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. **Oversight Board** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. **Road** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, “road” means “a way open to travel by the public, including, but not limited to, a street, highway, or alley.” Absent express conflicting modification to that statutory definition of “road,” for the purposes of this 2025 ILA: a “road” includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of “road,” for purposes of this 2025 ILA, a “road” does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. **Surtax Funding Agreement** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. **Transportation Surtax Proceeds**, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(b), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement
Exhibit B	Fiscal Year 2026 Formula-based Funding Amounts
Exhibit C	List of Municipal Capital Project Tails
Exhibit D	Municipal Projects Awarded for Fiscal Years 2020 – 2029

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
 - **Priority 1:** Community Shuttle as described in Section 4.2. below.
 - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.
- **Fiscal Years 2034-2048**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 3:** Grant Match Program as described in Section 4.5 below.
 - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle.

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Year(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year, Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars (\$1,000,000) per occurrence for property damage and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality's request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and \$40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be \$200,000 (i.e., \$40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% (\$50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at \$50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only \$480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of \$2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% (\$50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that \$520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of \$2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

- a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;
- b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:
 - (i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
 - (ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
 - (iii) Right-of-way required to construct the project has not been acquired;
 - (iv) The permits required to construct the project have not been obtained;
 - (v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
 115 S. Andrews Avenue, Room 409
 Fort Lauderdale, FL 33301
 Email: mcepero@broward.org

With a copy to: Broward County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email: nklitsberg@broward.org
ameyers@broward.org

As to Municipality: Manager/Administrator
Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
Name, address, and current email provided on signature page

As to BCCMA: BCCMA President
Name, address, and current email provided on signature page

With a copy to: BCCMA Counsel
Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Original ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

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IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
06/09/2025
#1168734.20

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
_____, Mayor

Print or Type Name of Witness

_____ day of _____, 2024

Signature of Witness

By: _____
_____, Municipal Manager

Print or Type Name of Witness

_____ day of _____, 2024

ATTEST:

Notices to Municipality: (name/address/email)

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

With a copy to Municipality Counsel:

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

The Broward County City Managers Association, Inc., through its governing body, signing by and through its _____, authorized to execute the same by BCCMA action on the _____ day of _____, 2025.

BCCMA

WITNESS:

Signature of Witness

Print or Type Name of Witness:

Signature of Witness

Print or Type Name of Witness

Approved as to form by:
BCCMA Counsel

Signature

Print Name

By: _____
Signature

Print Name/Title:

_____ day of _____, 2024

Notices to BCCMA: (name/address/email)

With a copy to BCCMA Counsel:

EXHIBIT A**Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

**Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B
Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: \$30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles ⁽¹⁾	Surtax Allocation ⁽²⁾
Coconut Creek	48.000	0.000	48.000	1.14%	\$343,110
Cooper City	75.040	0.000	75.040	1.79%	\$536,396
Coral Springs	226.100	0.000	226.100	5.39%	\$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	\$666,671
Davie	310.210	5.500	315.710	7.52%	\$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	\$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	\$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	\$487,453
Hillsboro Beach ⁽³⁾	0.500	0.000	0.500	0.01%	\$3,574
Hollywood	365.370	61.100	426.470	10.16%	\$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	\$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	\$314,518
Lauderhill	106.500	0.000	106.500	2.54%	\$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	\$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	\$325,240
Margate	101.090	0.000	101.090	2.41%	\$722,605
Miramar	166.380	0.000	166.380	3.96%	\$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	\$385,999
Oakland Park	115.000	0.000	115.000	2.74%	\$822,036
Parkland	29.200	0.000	29.200	0.70%	\$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	\$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	\$3,358,551
Plantation	219.800	0.000	219.800	5.24%	\$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	\$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	\$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	\$485,358
Sunrise	186.020	8.400	194.420	4.63%	\$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	\$978,294
West Park	51.550	0.000	51.550	1.23%	\$368,486
Weston	100.743	0.000	100.743	2.40%	\$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	\$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	\$30,000,000

Source: 2023 City County Mileage, FDOT City/County Road Mileage Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfLAvm106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]

Notes:

- (1) **Percentage of Centerline Miles** is calculated using the Total of Paved + Unpaved Municipal-owned Roads
- (2) **Surtax Allocation** is obtained by applying the **Percentage of Centerline Miles** by Municipality to \$30,000,000
- (3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails ⁽¹⁾								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	\$ 500,000.00	Construction	\$ 4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	\$ 506,520.00	Construction	\$ 4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	\$ 552,779.00	Design & Construction	\$ 12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	\$ 235,414.00	Design & Construction	\$ 3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	\$ 223,320.00	Construction	\$ 7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	\$ 115,400.00	Construction	\$ 1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	\$ 1,181,617.00	Construction	\$ 10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	\$ 1,527,120.00	Construction	\$ 25,106,984

Notes:

- (1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling \$33,266,254.
- (2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

EXHIBIT D **Municipal Five-Year Plans for Fiscal Years 2020 - 2029**

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
RBM	1	Lauderhill	BC-LAHL-FY2020-00001	\$ 15,500	C																			\$ 15,500
RBM	1	Plantation	BC-PLANT-FY2020-00002	\$ 2,749,823	C																			\$ 2,749,823
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00002	\$ 2,553,217	C																			\$ 2,553,217
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,666,863	C																			\$ 1,666,863
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00004	\$ 1,617,300	C																			\$ 1,617,300
RBM	1	Hollywood	BC-HLYWD-FY2020-00001	\$ 2,967,457	C																			\$ 2,967,457
RBM	1	Tamarac	BC-TAM-FY2020-00001	\$ 2,817,339	C																			\$ 2,817,339
RBM	1	Coconut Creek	BC-CREEK-FY2020-00001	\$ 3,000,000	C																			\$ 3,000,000
RBM	1	Deerfield Beach	BC-DBEACH-FY2020-00001	\$ 791,219	C																			\$ 791,219
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	\$ 1,223,165	C																			\$ 1,223,165
RBM	1	Lighthouse Point	BC-LHPOINT-FY2020-00001	\$ 913,588	C																			\$ 913,588
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00001	\$ 2,981,440	C																			\$ 2,981,440
RBM	1	Miramar	BC-MIRAM-FY2020-00003	\$ 2,234,426	C																			\$ 2,234,426
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	\$ 737,005	C																			\$ 737,005
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,038,006	C																			\$ 1,038,006
RBM	1	Hallandale Beach	BC-HBEACH-FY2020-00001	\$ 2,971,710	C																			\$ 2,971,710
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00002	\$ 2,072,800	C																			\$ 2,072,800
RBM	1	Miramar	BC-MIRAM-FY2020-00002	\$ 1,854,177	C																			\$ 1,854,177
RBM	1	Weston	BC-WESTON-FY2020-00004	\$ 72,765	C																			\$ 72,765
RBM	1	Cooper City	BC-COOPERC-FY2020-00001	\$ 1,036,960	C																			\$ 1,036,960
RBM	1	Dania Beach	BC-DBEACH-FY2020-00001	\$ 297,905	C																			\$ 297,905
RBM	1	Miramar	BC-MIRAM-FY2020-00001	\$ 1,995,001	C																			\$ 1,995,001
RBM	1	Coral Springs	BC-SPRINGS-FY2020-00001	\$ 399,406	C																			\$ 399,406
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	\$ 1,440,093	C																			\$ 1,440,093
RBM	1	Margate	BC-MARG-FY2020-00002	\$ 293,350	C																			\$ 293,350
RBM	1	Weston	BC-WESTON-FY2020-00001	\$ 596,268	C																			\$ 596,268
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00001	\$ 1,252,300	C																			\$ 1,252,300
RBM	1	Margate	BC-MARG-FY2020-00001	\$ 176,064	C																			\$ 176,064
RBM	1	Lighthouse Point	BC-LHPOINT-FY2020-00002	\$ 1,051,247	C																			\$ 1,051,247
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00006	\$ 2,914,575	C																			\$ 2,914,575
RBM	1	Sunrise	BC-SUNRISE-FY2020-00003	\$ 852,796	C																			\$ 852,796
RBM	1	Pembroke Pines	BC-PBRKPINES-FY2020-00001	\$ 483,380	C																			\$ 483,380
RBM	1	Weston	BC-WESTON-FY2020-00002	\$ 191,834	C																			\$ 191,834
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00003	\$ 522,757	C																			\$ 522,757
RBM	1	Margate	BC-MARG-FY2020-00003	\$ 1,053,184	C																			\$ 1,053,184
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00001	\$ 1,334,667	C																			\$ 1,334,667
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00003	\$ 1,425,600	C																			\$ 1,425,600
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00002	\$ 1,651,467	C																			\$ 1,651,467
RBM	1	Sunrise	BC-SUNRISE-FY2020-00006	\$ 1,853,260	C																			\$ 1,853,260
RBM	1	Lauderdale Lakes	BC-LLAKES-FY2020-00001	\$ 400,000	C																			\$ 400,000
MCP	1	Wilton Manors	WILT-006	\$ 247,711	C																			\$ 247,711
MCP	1	Sunrise	SUNR-025.1	\$ 5,180,000	C																			\$ 5,180,000
MCP	1	Pompano Beach	POMP-004	\$ 1,174,741	C																			\$ 1,174,741
MCP	1	North Lauderdale	NLAU-007.1	\$ 1,998,187	C																			\$ 1,998,187
MCP	1	Weston	WEST-224	\$ 1,612,082	C																			\$ 1,612,082
MCP	1	West Park	WPRK-004	\$ 1,638,987	C																			\$ 1,638,987
MCP	1	Coral Springs	CORA-115.1	\$ 496,917	C																			\$ 496,917
MCP	1	Dania Beach	DANI-009	\$ 2,191,740	C																			\$ 2,191,740
MCP	1	Davie	DAVI-003	\$ 4,859,167	C																			\$ 4,859,167
MCP	1	Cooper City	COOP-036	\$ 30,000	C																			\$ 30,000
MCP	1	Hallandale Beach	HALL-026	\$ 513,600	C																			\$ 513,600
MCP	1	Deerfield Beach	DEER-003	\$ 800,000	C																			\$ 800,000
MCP	1	Southwest Ranches	SWRA-032	\$ 124,000	C																			\$ 124,000
MCP	1	Oakland Park	OAKL-099	\$ 330,000	C																			\$ 330,000
MCP	1	Hollywood	HOLL-064	\$ 5,000,000	C																			\$ 5,000,000
MCP	1	Pembroke Park	PPRK-002					\$ 1,272,115	C															\$ 1,272,115
MCP	1	Fort Lauderdale	FORT-122	\$ 2,996,668	C																			\$ 2,996,668
MCP	1	Tamarac	TAMA-003.1	\$ 528,902	C																			\$ 528,902
MCP	1	Wilton Manors	WILT-012	\$ 629,804	C																			\$ 629,804
MCP	1	Pompano Beach	POMP-006	\$ 3,741,868	C																			\$ 3,741,868
MCP	1	Hallandale Beach	HALL-005	\$ 2,977,563	C																			\$ 2,977,563
MCP	1	Davie	DAVI-001	\$ 1,000,000	C																			\$ 1,000,000
MCP	1	Hollywood	HOLL-035	\$ 700,000	C																			\$ 700,000
MCP	1	Lauderdale Lakes	LLAK-015	\$ 863,663	C																			\$ 863,663
MCP	1	Weston	WEST-308	\$ 319,086	C																			\$ 319,086
MCP	1	Weston	WEST-307.1	\$ 232,739	C																			\$ 232,739
MCP	1	Tamarac	TAMA-014	\$ 445,817	C																			\$ 445,817
MCP	1	Wilton Manors	WILT-013	\$ 639,650	C																			\$ 639,650
MCP	1	Miramar/Pembroke Pines	MIRA-001	\$ 5,930,000	D	\$ 3,500,000	R					\$ 10,000,000	C	\$ 10,000,000	C	\$ 11,000,000	C	\$ 10,000,000	C	\$ 10,000,000	C			\$ 60,430,000
MCP	1	Fort Lauderdale	FORT-108	\$ 195,000	P					\$ 780,000	D			\$ 2,762,500	C	\$ 2,762,500	C							\$ 6,500,000
MCP	1	Oakland Park	OAKL-023	\$ 945,000																				

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	\$ 67,500	P							\$ 270,000	D	\$ 1,912,500	C									\$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	\$ 360,218	D			\$ 4,639,782	C															\$ 5,000,000
MCP	1	Margate	MARG-002	\$ 20,880	D					\$ 153,120	C													\$ 174,000
MCP	1	Fort Lauderdale	FORT-104	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Oakland Park	OAKL-007	\$ 150,000	P									\$ 250,000	D	\$ 9,450,000	C	\$ 9,700,000	C					\$ 20,000,000
MCP	1	Coral Springs	CORA-008	\$ 600,000	P																			\$ 5,000,000
MCP	1	Hollywood	HOLI-038	\$ 150,000	P							\$ 600,000	D	\$ 4,250,000	C									\$ 5,000,000
MCP	1	Miramar	MIRA-020	\$ 144,000	D					\$ 1,056,000	C													\$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-016	\$ 15,000	P					\$ 60,000	D					\$ 425,000	C							\$ 500,000
MCP	1	Sunrise	SUNR-075	\$ 1,110,000	D					\$ 2,860,000	C					\$ 5,280,000	C							\$ 9,150,000
MCP	1	Davie	DAVI-012	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Wilton Manors	WILT-003	\$ 240,000	D					\$ 1,760,000	C													\$ 2,000,000
MCP	1	West Park	WPRK-003	\$ 420,000	D							\$ 3,080,000	C											\$ 3,500,000
MCP	1	Weston	WEST-192	\$ 369,600	D							\$ 3,091,549	C											\$ 3,461,149
MCP	1	Deerfield Beach	DEER-006	\$ 300,000	D					\$ 2,200,000	C													\$ 2,500,000
MCP	1	North Lauderdale	NLAU-008	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Cooper City	COOP-024	\$ 480,000	D							\$ 2,112,000	C	\$ 1,408,000	C									\$ 4,000,000
MCP	1	Parkland	PARK-002	\$ 312,000	D			\$ 2,288,000	C															\$ 2,600,000
MCP	1	Margate	MARG-047	\$ 120,000	D									\$ 880,000	C									\$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	\$ 5,360	D			\$ 37,840	C															\$ 43,000
MCP	1	Tamarac	TAMA-001	\$ 120,000	P																			\$ 120,000
MCP	1	Dania Beach	DANI-017	\$ 865,440	D			\$ 6,346,560	C															\$ 7,212,000
MCP	1	Coral Springs	CORA-102	\$ 45,000	D									\$ 330,000	C									\$ 375,000
MCP	1	Miramar/Pembroke Pines	MIRA-025	\$ 252,000	D							\$ 1,848,000	C											\$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	\$ 120,000	D											\$ 880,000	C							\$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	\$ 180,000	D											\$ 1,320,000	C							\$ 1,500,000
MCP	1	Davie	DAVI-014	\$ 336,000	D											\$ 2,464,000	C							\$ 2,800,000
MCP	1	Coconut Creek	COCO-016	\$ 330,600	D									\$ 2,424,400	C									\$ 2,755,000
MCP	1	West Park	WPRK-008	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Pompano Beach	POMP-013	\$ 711,452	D							\$ 5,217,316	C											\$ 5,928,768
MCP	1	Parkland	PARK-007	\$ 72,000	D											\$ 528,000	C							\$ 600,000
MCP	1	Margate	MARG-033	\$ 24,000	D											\$ 176,000	C							\$ 200,000
MCP	1	Hollywood	HOLI-056	\$ 100,000	D							\$ 733,333	C											\$ 833,333
MCP	3	Miramar	MIRA-017														\$ 506,520	D						\$ 506,520
MCP	3	West Park	WPRK-001													\$ 115,400	D							\$ 115,400
MCP	3,4	Davie	DAVI-019														\$ 370,416	D	\$ 5,871,572	C				\$ 6,241,988
MCP	3	Weston	WEST-312														\$ 1,181,617	D						\$ 1,181,617
MCP	3,4	Davie	DAVI-002													\$ 367,726	D	\$ 5,619,520	C					\$ 5,987,246
MCP	3	Oakland Park	OAKL-22-004														\$ 471,137	C						\$ 471,137
MCP	3,4	Davie	DAVI-011													\$ 331,979	D	\$ 5,796,163	C					\$ 6,128,142
MCP	3	Lauderhill	LHR-518														\$ 511,563	D	\$ 10,369,448	C				\$ 10,876,011
R&M	1	Oakland Park	OAKL-2020-003							\$ 510,510	C													\$ 510,510
R&M	1	Coral Springs	CORA-2020-002											\$ 1,712,582	C									\$ 1,712,582
R&M	1	Hallandale Beach	HALL-2020-002							\$ 162,979	C													\$ 162,979
R&M	1	North Lauderdale	NLAU-2020-002													\$ 1,646,365	C							\$ 1,646,365
R&M	1	Lauderdale Lakes	LLAK-2020-002													\$ 2,000,000	C							\$ 2,000,000
R&M	1	Margate	MARG-2020-004							\$ 123,599	C													\$ 123,599
MCP	4,5	Coconut Creek	COCO-23-007																\$ 1,623,055	D	\$ 14,745,559	C		\$ 16,368,614
MCP	4,5	Fort Lauderdale	FORT-23-001																\$ 500,000	D	\$ 9,677,609	C		\$ 10,177,609
MCP	4	Coconut Creek	COCO-23-001																	\$ 6,371,882	C			\$ 6,371,882
MCP	4	Oakland Park	OAKL-22-020																\$ 552,779	P				\$ 552,779
MCP	4	Wilton Manors	WILT-22-001													\$ 500,000	D							\$ 500,000
MCP	4	Oakland Park	OAKL-22-003																\$ 235,414	P				\$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001																\$ 223,320	D				\$ 223,320
MCP	4	Miramar	MIRA-013																\$ 1,527,120	D				\$ 1,527,120

MCP = Municipal Capital Project; R&M = Rehabilitation & Maintenance Project

PH = Phases: P - Planning, D - Design, R - Right of Way, C - Construction

NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles"; only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the municipal surtax program are not shown.



City of Dania Beach Community Development Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

SUBJECT: To adjust the Traffic Impact Fee established for the Regional Activity Center (RAC).

Request:

To adjust the Traffic Impact fee established for the Regional Activity Center (RAC).

Background:

The City of Dania Beach partnered with the Corradino Group, the Community Development Department's planning consultant, to evaluate and update the existing transportation impact fee established for the City's Regional Activity Center (RAC) to ensure compliance with state-mandated processes.

The Florida Impact Fee Act (F.S. 163.31801) requires that all communities charging impact fees ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within four (4) years of the current impact fee update. The new study must be adopted by the local government within twelve (12) months of the initiation of the new impact fee study if the local government increases the impact fee. Through this study, the City of Dania Beach seeks to evaluate and update the existing transportation impact fee established for the City's RAC to ensure compliance with state-mandated processes, having last updated its impact fee more than four (4) years ago. This fee update was also necessary in order to account for changes in evaluation standards for trip generation, as well as changes in the land use for the RAC, which altered the number of trips.

In 2009, the City of Dania Beach adopted a resolution to establish the City's first RAC. In 2010, the City passed Resolution 2010-114 to increase the RAC's land area to include an additional thirty (30) acres of land for commercial use and twenty (20) acres for employment centers. Due to the increase in land area, it was also determined that a mitigation impact fee (impact fee) would need to be collected for maintenance of the transportation network within the RAC. Resolution 2010-114 committed to the collection of \$1.8 million dollars in impact fees for an anticipated 84,649 peak hour trips, which provides approximately \$21.26 (rounded to \$22.00)/evening peak hour trip.

The data analysis portion of this study was completed in three phases: Existing Fee Analysis, Land Use/Zoning Analysis, and Trip Scenario Analysis. The planning consultant first reviewed the existing fees collected per ledger provided by the City of Dania Beach. As of April 2024, the remaining balance of fees to be collected is \$1,754,720. This analysis assumes that only what is fully paid is vested from a fee calculation standpoint. To determine how the remaining fee would be collected, the number of available units for residential trips, and square footage for all other land uses per the different land use typologies within the RAC, were categorized and matched with existing land uses in the ITE Trip Generation Manual, 11th Edition.

Results from the scenario analysis indicated that an estimated 61,999 evening peak hour trips could be added to the RAC based on remaining development capacity. This difference in the number of trips generated between current and future scenarios is partially the result of the need to account for height limitations resulting from the elimination of incentives in the Form-Base districts and new trip generation methodology. To accommodate the necessary capital improvements created by these trips, a revised fee of \$28.30 (rounded to \$29.00) per evening peak hour trip would be needed. The project team recommends the City also provide for a 5% administrative fee, should the state statutes provide for limitations in the future, to help offset the need for future fee reviews every four (4) years as required under F.S. 163.31801.

If the City wishes to increase its fee based on this study, it must provide notice at least ninety (90) days before the effective date of a resolution imposing a new or increased impact fee. A fee increase to \$29.00 represents a 31.82% increase from the current fee. Therefore, the overall increase must be implemented in four equal installments beginning with the date the increased fee is adopted per F.S. 163.31801. An impact fee may not be increased more than once every four (4) years.

Table 1 outlines the recommended impact fee update. **Table 2** summarizes the fee schedule to adopt the increase over four years. Backup materials used to create the recommended impact fee are attached to this summary report.

Table 1: Recommended Trip Scenario

Land Use	Final Recommendation
Residential	4,082
Commercial	56,551
Industrial	1,366
Total PM Peak Hour Trips	61,999
Estimated Fee/Peak Hour Trip	\$28.30 (say \$29.00)

Table 2: Impact Fee Adoption Timeline

Year	Fee (per trip)	5% Administrative Fee (per trip)
0	\$22	\$0
1	\$23.75	\$1.19
2	\$25.50	\$1.28
3	\$27.25	\$1.36
4	\$29.00	\$1.45

Budgetary Impact

The funds raised through the Traffic Impact Fee is provided to Broward County to fund improvements within the RAC.

Recommendation

The Department is recommending the City Commission approve the revised Traffic Impact Fee for the RAC as proposed.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING AND AMENDING THE FEE SCHEDULE UNDER THE MITIGATION FEE PROGRAM ASSOCIATED WITH THE MITIGATION OF TRAFFIC IMPACTS FOR THE AREA WITHIN THE DANIA BEACH REGIONAL ACTIVITY CENTER (“RAC”), DESIGNATED ON THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN, AS OUTLINED IN THE BROWARD COUNTY LONG RANGE TRANSPORTATION PLAN (“LRTP”); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2009, the City Commission of the City of Dania Beach amended its Comprehensive Plan to adopt a Regional Activity Center (“RAC”) for the area that is designated as the City’s Community Redevelopment Agency redevelopment area; and

WHEREAS, on September 28, 2010, the City amended the RAC Plan to include the addition of thirty (30) acres of Commercial Land Use, and twenty (20) acres of Employment Center Land Use via Ordinance No. 2010-007; and

WHEREAS, as part of the Broward County Planning Council staff review of the amendment, adverse traffic impacts were identified on the Regional Transportation System that are estimated to increase the number of P.M. Peak Hour Vehicle Trips at the long term planning horizon (2020); and

WHEREAS, as a condition of the approval of the amendment, the Broward County Planning Council required the City to develop a traffic mitigation system for development within the RAC area; and

WHEREAS, in satisfaction of this traffic mitigation condition, the City Commission adopted Resolution No. 2010-114, which committed to the development of a transportation mitigation impact fee of up to \$1.8 Million Dollars for future development within the RAC area; and

WHEREAS, Ordinance No. 2014-005 amended Article 810 “Impact Fees” of the Land Development Code of the City’s Code of Ordinances, to establish the fair share contribution payment schedule, which will be implemented for new development within the RAC area, after the effective date of this Resolution; and

WHEREAS, pursuant to Ordinance No. 2014-005, the payment schedule that has been developed for the procedure provides for a fee of \$21.26 per P.M. peak hour trip, as the fair share contribution payment for traffic mitigation for projects within the RAC area; and

WHEREAS, the City hired the Corradino Group to do an analysis and update the RAC Transportation Mitigation Impact Fee Schedule due to the additional 4,000 RAC units approved by Broward County on October 8, 2024, and the additional construction in the area which has increased traffic in the City; and

WHEREAS, pursuant to the Corradino analysis, the RAC Transportation Mitigation Impact Fee should be increased to \$28.30 (rounded to \$29.00), per evening peak hour trip; and

WHEREAS, funds collected for purposes of traffic mitigation will be deposited into the RAC Transportation Special Revenue Fund No. 113, which fund was created upon the City Commission's approval of the above-referenced Ordinance; and

WHEREAS, a public hearing was held before the City Commission in accordance with Section 163.31801, Florida Statutes; and

WHEREAS, the City Commission finds that adoption of this Resolution through its police powers will protect the public health, safety, and welfare of the City's residents, and will further the purpose, goals, objectives, and policies of the City's Comprehensive Plan;

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

Section 1. That the recitals contained in the preamble to this Resolution are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission establishes the following Regional Activity Center ("RAC") Transportation Mitigation Impact Fee Schedule, which shall be implemented in accordance with Section 810-70 of the City's Land Development Code:

RAC Transportation Mitigation Impact Fee schedule

\$21.26 per P.M. peak hour trip

\$28.30 (rounded to \$29.00) per evening peak hour trip

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH REGIONAL ACTIVITY CENTER

Impact Fee Update

Report Prepared for: City of Dania Beach

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Attachments

Attachment A: Study Maps

Attachment B: Fee Analysis

Attachment C: Zoning Analysis

Attachment D: ITE Trip Generator Results

Attachment E: Supplemental Research

Executive Summary

The Florida Impact Fee Act (F.S. 163.31801) requires that all communities charging impact fees ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee. Through this study, the City of Dania Beach seeks to evaluate and update the existing transportation impact fee established for the City's Regional Activity Center (RAC) to ensure compliance with state mandated processes, having last updated its impact fee more than 4 years ago. This fee update was also necessary in order to account for changes in evaluation standards for trip generation, as well as changes in the land use for the RAC, which altered the number of trips. An impact fee aligned with the potential development within the RAC will meet the needs of the community by providing necessary funding for maintenance of roadways pursuant to an agreement between the City and Broward County.

In 2009, the City of Dania Beach adopted a resolution to establish the city's first RAC. In 2010, the City passed resolution 2010-114 to increase the RAC's land area to include an additional 30 acres of land for commercial use and 20 acres for employment centers. Due to the increase in land area, it was also determined that a mitigation impact fee (impact fee) would need to be collected for maintenance of the transportation network within the RAC. Resolution 2010-114 committed to the collection of \$1.8 million dollars in impact fees for an anticipated 84,649 peak hour trips, which provides ~\$21.26 (rounded to \$22)/evening peak hour trip.

The data analysis portion of this study was completed in three phases: Existing Fee Analysis, Land Use/Zoning Analysis, and Trip Scenario Analysis. The project team first reviewed the existing fees collected per ledger provided by the City of Dania Beach. As of April, 2024, the remaining balance of fees to be collected is \$1,754,720. This analysis assumes that only what is fully paid is vested from a fee calculation standpoint. To determine how the remaining fee would be collected, the number of available units for residential trips, and square footage for all other land uses per the different land use typologies within the RAC, was categorized and matched with existing land uses in the ITE Trip Generation Manual, 11th Edition.

GIS data for Dania Beach's RAC zoning was utilized to identify the total amount of land available per zoning type. This analysis isolated the various Residential, Commercial, and Industrial categories for further evaluation. Distinct land use typologies for each category (i.e., commercial land uses broken down into restaurant, retail, and office space) were identified. Three different scenarios were created to evaluate potential differences in trip generation based on land use. The Institute of Transportation Engineering (ITE) trip generating codes were then assigned to land use typologies to calculate the estimated evening peak hour trips to create a comparable analysis relative to the existing fee. Results for the residential, commercial, and industrial scenarios were aggregated to calculate a range for the updated impact fee.

The scenario analysis indicates that an estimated 61,999 evening peak hour trips could be added to the RAC based on remaining development capacity. This difference in the number of trips generated between current and future scenarios is partially the result of the need to account for height limitations for residential development and new trip generation methodology. To accommodate the necessary capital improvements created by these trips, a revised fee of \$28.30 (rounded to \$29.00) per evening peak hour trip would be needed. We recommend that the City

provide for a 5% administrative fee, or the maximum allowed under state statutes should the statutes provide for limitations in the future, to help offset the need for future fee reviews every 4 years as required under F.S. 163.31801.

Should the City wish to increase its fee based on this study, it must provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

A fee increase to \$29.00 represents a 31.82% increase from the current fee. Therefore, the overall increase must be implemented in four equal installments beginning with the date the increased fee is adopted per F.S. 163.31801. An impact fee may not be increased more than once every 4 years.

Recommendations were presented to the City in Spring of 2025.

1. Introduction

The Corradino Group, Inc. (project team) contracted with the City of Dania Beach to evaluate the existing traffic impact fee established for the City's Regional Activity Center (RAC). The purpose of this project was to ensure that the existing transportation impact fee established for the City's Regional Activity Center (RAC) is in compliance with state mandated processes. The Florida Impact Fee Act (F.S. 163.31801) requires that all communities charging impact fees ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee. The City of Dania Beach last updated its impact fee more than 4 years ago. This fee update was also necessary in order to account for changes in evaluation standards for trip generation, as well as changes in the land use for the RAC, which altered the number of trips. An impact fee aligned with the potential development within the RAC will meet the needs of the community by providing necessary funding for maintenance of roadways pursuant to an agreement between the City and Broward County.

2. Study Area

The RAC encompasses approximately 1,353 acres of land with the boundaries being I-95 and N 22nd Ave to the west, SE 2nd Ave and the nature preserve around West Lake to the east, E Sheridan St to the south, and NE 10th St and the canal to the north. US 1 runs through the center of the RAC acting as the primary N/S corridor. A1A/Dania Beach Blvd and SR 848 are the two main E/W corridors within the RAC. Figure 1 is a map illustrating the boundary for Dania Beach's RAC.

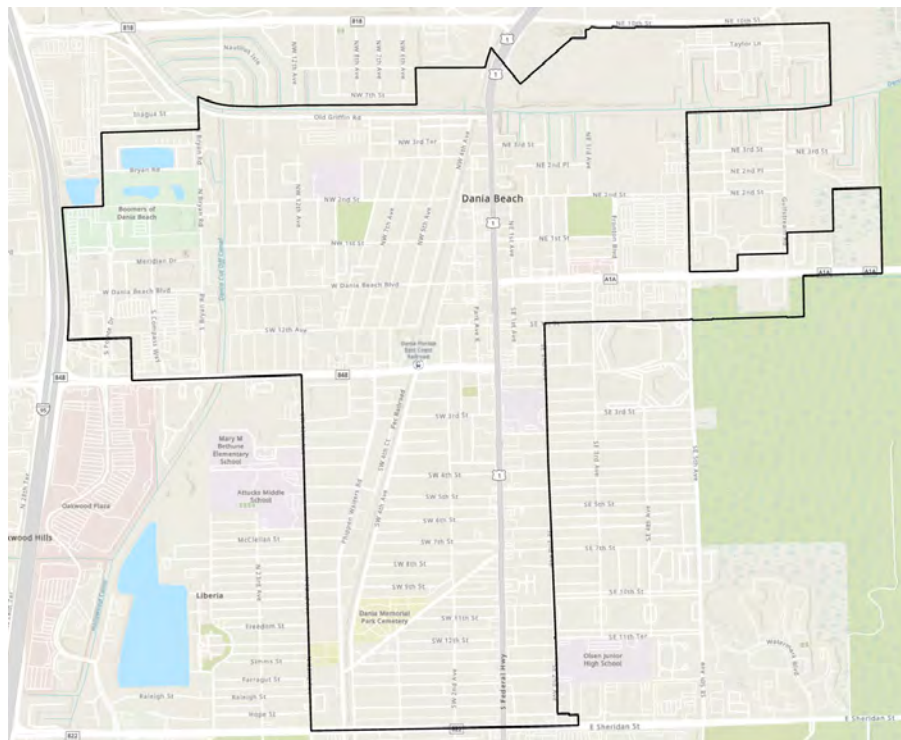


Figure 1: Study Area

3. Existing Conditions

In 2009, the City of Dania Beach adopted a resolution to establish the city's first RAC. In 2010, The City passed resolution 2010-114 to increase the RAC's land area to include an additional 30 acres of land for commercial use and 20 acres for employment centers. Due to the increase in land area, it was also determined that an impact fee would need to be collected for mitigation of future development impacts to the transportation network within the RAC. Dania Beach does not currently collect transportation impact fees on the basis of its own capital improvement projects in the RAC. The fee basis is limited to the City's obligation to collect the fee to satisfy the infrastructure improvement payment required per the interlocal agreement between the City and Broward County to account for future transportation infrastructure improvements resulting from local growth. Resolution 2010-114 committed to the collection of \$1.8 million dollars in impact fees for an anticipated 84,649 peak hour trips, which provides ~\$21.26 (rounded to \$22)/evening peak hour trip.

At the time of adoption of the original fee, properties seeking to provide new development within the RAC could request a variance to increase the maximum building height from seven stories to 14 stories. However, the City no longer accepts these requests and will not allow new developments to exceed seven stories. Local airport restrictions also limit the building heights for certain buildings to below 10 stories. Therefore, this will have a downward effect on the number of trips generated. Collecting the fee at a lower rate will therefore cause the City to potentially under collect vis a vis its obligations to Broward County per its Interlocal Agreement.

Dania Beach staff provided the project team with a ledger accounting for impact fees collected between 2010-2024. According to the ledger \$107,549 in impact fees were collected, which accounts for 4,889 peak hour trips being added from new development within the RAC. In 2024, the City additionally passed a resolution to allow for an additional 317 single-family housing units and 3,683 multi-family housing units within the RAC.

4. Data Analysis

The data analysis portion of this study was completed in three phases: Existing Fee Analysis, Land Use/Zoning Analysis, and Trip Scenario Analysis.

4.1 Existing Fee Analysis

The project team reviewed the existing fees collected per the ledger provided by the City of Dania Beach. As of 2024, the remaining balance of fees to be collected is \$1,754,720. To determine how the remaining fee would be collected, the number of available units per the different land use typologies within the RAC. **Table 1** shows the breakdown of the permitted land uses and their remaining units available within the RAC. It is important to note remaining units were determined by subtracting units built from the 2024 updated list of approved units. For the purposes of this analysis, only trips where fees were collected were deemed fully vested.

Table 1: Permitted Land Uses within the RAC and their Remaining Available Units

Land Use	Remaining Units (2024)	Unit Type
Commercial	6,000,648	SqFt
Industrial	2,382,732	SqFt
Hotel Rooms	398	Rooms
Single Family Home	1,493	DU
Duplexes	286	DU
Townhomes	1,139	DU
Garden Apartments (<4 stories)	808	DU
High-Rise (< 4 stories)	885	DU
Multi-family	3,683	DU
Conservation	-	SqFt
Parks & Rec	-	SqFt
Utilities*	108,900	SqFt
Transportation*	169,884	SqFt

*Note: Land allocated for Utilities and Transportation uses were noted but not used for updating the traffic impact fee.

4.2 Land Use & Zoning Analysis

The City of Dania Beach provided the project team ArcGIS shapefiles illustrating the City's current and future land use as well as the current zoning boundaries. These zoning boundaries were then compared to the city's land development regulations to determine density and intensity for permitted uses.

The project team used ArcGIS pro and MS Excel to complete the zoning analysis, which included:

- Overlaying the RAC boundary onto the Dania Beach zoning layer.
- Utilizing the "Clip" Tool to extract the zoning areas located within the RAC boundary.
 - o Exported results output into Excel.
- Summarizing exported data by aggregating the total amount of square footage by zoning category
- Applying the maximum number of floors and permitted open space for each zoning code
- Calculating the maximum building square footage for each zoning code.
 - o Note: The project team noted that need for public space and building limitations to meet other code of ordinance and building code criteria, and reduced the maximum building square footage for commercial, industrial, and mixed-use zoning areas by 10% to account for these differences so as to not overestimate the buildable square footage.
 - o Note: For mixed-use residential units, the number of dwelling units was calculated by taking the building square footage dedicated to residential use and divided it by 1200 square feet to normalize the number of potential dwelling units.

Table 2: Summary of Zoning and Available Square Footage within the RAC

Code	Description	SqFt	# Stories	Coverage (%)	SqFt Coverage	Max Build SqFt	Average # of Units	10% Open Space Reduction
CC	City Center	5,576,102.05	7	0.9	5,018,491.85	19,572,118.21	16,310.10	14,679.09
EDBB-MU	East Danai Beach Blvd Mixed Use	3,063,657.30	7	0.85	2,604,108.71	12,499,721.79	10,416.43	9,374.79
GTWY- MU	Gateway Mixed Use	2,422,643.07	7	0.75	1,816,982.30	8,721,515.04	7,267.93	6,541.14
NBHD- MU	Neighborhood Mixed Use	1,547,194.88	3	0.85	1,315,115.65	2,104,185.03	1,753.49	1,578.14
SFED-MU	South Federal Mixed Use	3,363,895.39	4	0.85	2,859,311.08	5,575,656.60	4,646.38	4,181.74
PMUD	Planned MU Development	351,854.42	7	0.85	299,076.26	1,435,566.03	1,196.31	1,076.67
PMUD-SL	Planned MU Development- Small	351,854.42	7	0.85	299,076.26	1,435,566.03	1,196.31	1,076.67
RM-2	Multifamily 25 DU/Acre	189,047.70	5	0.35	66,166.69	264,666.78	220.56	220.56
NBHD- Res	Neighborhood Residential	15,947,319.14	2	0.63	10,046,811.06	10,046,811.06	8,372.34	8,372.34
NBHD- Res*	Neighborhood Residential*	17,143,306.20	2	0.63	10,800,282.91	10,800,282.91	9,000.24	9,000.24
RO	Residential Office	259,790.23	2	0.7	181,853.16	181,853.16	151.54	151.54
RS-8000	Single Family	2,346,878.68	2	0.35	821,407.54	821,407.54	684.51	684.51
C-1	Neighborhood Office & Banking	143,540.57	3	0.7	100,478.40	301,435.19		271,292
C-2	Community Business	189,269.33	3	0.7	132,488.53	397,465.60		357,719
C-3	General Business	330,711.31	3	0.7	231,497.92	694,493.75		625,044
C-4	General Commercial	554,705.98	3	0.7	388,294.18	1,164,882.55		1,048,394
C-4(DR)	Commercial (Deed Restricted)	542,144.23	3	0.7	379,500.96	1,138,502.89		1,024,653
I-G	Industrial	6,235,994.50	3	0.7	4,365,196.15	13,095,588.44		11,786,030
IRO	Industrial Research Office	276,034.54	5	0.6	165,620.72	828,103.61		745,293
IROM	Industrial Research Office Marine	1,275,237.91	6	0.7	892,666.53	5,355,999.20		4,820,399
MA	Marine	1,079,662.74	3	0.7	755,763.92	2,267,291.75		2,040,563
OS	Open Space	2183601.685	1	0.03	65,508.05	65,508.05	-	-

4.3 Trip Generation - Scenario Analysis

Three different trip generation scenarios were created for each land use type (Residential, Commercial, Industrial). The zoning identified within the RAC was grouped into one of these three land use categories and assigned land use classification codes created by the Institute of Transportation Engineers (ITE) Trip Generating Calculator.

Residential Trip Scenarios

The three residential trip scenarios considered that the range of housing options varied in density from single-family detached at the lowest level of density, to seven story mixed-use development as the highest level of density. As the ITE Trip Generation Calculator differentiates between low, mid, and high rise, along with single family residential, duplexes, and whether a residential tower is mixed-use or not, the distribution of housing types aligned with the appropriate ITE codes. It was assumed single family housing would remain constant between each of the three different residential scenarios. This assumption was based on the available land for this type of residential development plus zoning restrictions on the number of floors and allowable open space requirements. Mixed-use development, therefore, functioned as the variable to determine a range of potential residential trips.

The first residential trip scenario reviewed the residential zoned areas within the RAC, identified the number of units to be assigned to single family housing, and then distributed remaining residential units proportionately per the percentage of land zoned for mixed-use development. Trips were then calculated by assigning and a land use classification code for each zone and then applying the available units for each residential zone in the ITE Trip Generating Calculator. Evening peak hour vehicles trips was used as the constant in the ITE Trip Calculator. **Table 3** summarizes the results from the IT Trip Generating Calculator.

Table 3: Residential - Scenario 1 Results

RAC Zone	ITE Code	ITE Land Use Description	ITE Land Use Location Setting	Maximum Res Floors	Mixed Use Ratio	DUs	Trips
CC	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	6	0.38	1,965	511
EDBB-MU	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	6	0.24	1,255	326
GTWY-MU	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	6	0.17	875	228
NBHD-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	2	0.04	211	85
SFED-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	3	0.11	560	218
PMUD	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	6	0.03	144	37
PMUD-SL	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	6	0.03	144	37
RM-2	220	Multi-Family Housing (Low-Rise)		4		221	128
NBHD-Res	210	Single Family Detached		1		1,041	917
NBHD-Res*	210	Single Family Detached		1		1,041	917
RO	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	1		152	59
RS-8000	210	Single Family Detached		1		685	622
						Total	4,082

The second residential scenario analyzed the results of having a lower level of density than is feasible under the current zoning regulations. This scenario maintained the same number of dwelling units for multifamily and single family housing but then conditioned all mixed-use development to not exceed three and a half stories, with the ground floor set aside for commercial use. ITE code 230 was used to generate potential trips for mixed-use development Scenario 2. **Table 4** summarizes the results for Scenario 2.

Table 4: Residential - Scenario 2 Results

RAC Zone	ITE Code	ITE Land Use Description	ITE Land Use Location Setting	Maximum Res Floors	Mixed Use Ratio	DUs	Trips
CC	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	3.5	0.34	1,795	485
EDBB-MU	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	3.5	0.22	1,146	309
GTWY-MU	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	3.5	0.15	800	216
NBHD-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	2	0.06	331	129
SFED-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	3	0.17	876	342
PMUD	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	3.5	0.03	132	36
PMUD-SL	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	3.5	0.03	132	36
RM-2	220	Multi-Family Housing (Low-Rise)		2		165	104
NBHD-Res	210	Single Family Detached		1		1,041	917
NBHD-Res*	210	Single Family Detached		1		1,041	917
RO	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	1		152	59
RS-8000	210	Single Family Detached		1		685	622
						Total	4,172

The third residential scenario analyzed the results from having a higher level of density than is identified under the current zoning regulations. Currently, the maximum height for a building, per the zoning code, is seven stories. This aligns with the ITE Code 231, Mid-Rise Residential with GF Commercial. According to ITE Code 231, the maximum number of stories permitted is 10. Though 10 stories exceeds the height restrictions per Dania Beach's zoning code, the project team use the maximum height allowed for mid-rise to establish a range of potential traffic generated by residential land uses. Therefore, Scenario three set the number of allowable stories to 10 with the ground floor set aside for commercial use. **Table 5** summarizes the results for Scenario 3.

Table 5: Residential - Scenario 3 Results

RAC Zone	ITE Code	ITE Land Use Description	ITE Land Use Location Setting	Maximum Res Floors	Mixed Use Ratio	DUs	Trips
CC	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	10	0.41	2,090	543
EDBB-MU	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	10	0.26	1,335	347
GTWY-MU	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	10	0.18	931	242
NBHD-MU	230	Mid-Rise Res w/ GF Commercial	General Urban/Suburban	2	0.03	135	53
SFED-MU	230	Mid-Rise Res w/ GF Commercial	General Urban/Suburban	3	0.07	357	139
PMUD	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	10	0.03	153	40
PMUD-SL	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	10	0.03	153	40
RM-2	220	Multi-Family Housing (Low-Rise)		4		221	128
NBHD-Res	210	Single Family Detached		1		1,041	917
NBHD-Res*	210	Single Family Detached		1		1,041	917
RO	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	1		152	59
RS-8000	210	Single Family Detached		1		685	622
						Total	4,047

Commercial Trip Scenarios

For Commercial trips, the project team used the assumption that a portion of each commercial-zoned area within the RAC would be used for either restaurants, retail, or office land use types. While the ITE manual provides for other land uses, these are highly generalized, ranging from party stores to doctor's offices. Such trips are similar to general land use categories – shopping centers often include such specific uses. From a long-range scenario standpoint, it is more appropriate to utilize factors for shopping centers, plazas, and strip retail plazas that form the current and potential future development scenarios for Dania Beach. Similarly, differences were assumed in the scenarios for the type of dining and for office uses. Each of the three scenarios varied the ratios to see how the distribution of available square footage impacted the number of trips needed to accommodate the three different land use types.

Within each land use type, three ITE Trip Codes were used to factor the different types of restaurants, retail stores, and office space. **Table 6** summarizes the ITE trip codes used for each land use type.

Table 6: ITE Codes per Commercial Land Uses

Restaurant Land Use		Retail Land Use		Office Land Use	
Code	ITE Land Use	Code	ITE Land Use	Code	ITE Land Use
930	Fast Casual	820	Shopping Center (>150k)	710	General Office Building
931	Fine Dining	821	Shopping Plaza (40-150k)	712	Small Office Building
932	High Turnover (Sit-Down)	822	Strip Retail Plaza (<40k)	750	Office Park

Total trips calculated for retail and office were averaged for each of the three scenarios. Because the type of restaurant can significantly vary in the number of trips generated, the project team applied weighted values to each of the restaurant types and aggregate the total number of trips. Doing this step ensured the trips calculated accurately reflect what type of restaurants expected to be added to the RAC. **Table 7** summarizes the weighted values for the different types of restaurants. It is important to note drive-thru restaurants are not permitted within the RAC, which is why they were not included as part of this analysis.

Table 7: Weighted Values Applied to Types of Restaurants

ITE Code	ITE Land Description	Weighted Value
930	Fast Casual	55%
931	Fine Dining	20%
932	High Turnover (Sit-Down)	25%

Commercial Scenario One allocated the same percentage of land for restaurant and retail uses. Less land was allocated for office space. The purpose of this scenario was to establish a baseline understanding of how many trips restaurants, retail, and office space are generated by having a more balanced distribution of land. **Table 8** is a summarizes the results for Scenario One.

Table 8: Commercial - Scenario 1 Results

Land Use Typology	Land Use Distribution	Remaining SqFt	Remaining Trips
Restaurant	35%	2,100,227	33,513
Retail	35%	2,100,227	18,678
Office	30%	1,800,194	2,241
		Total	54,432

Scenario Two allocated a higher percentage of land to restaurants and then balanced the percentage used for retail and office space. Knowing that restaurants are capable of generating more trips than both retail and office space, the purpose of this scenario was to see how putting more investment in restaurants would impact the number of trips within the RAC. **Table 9** summarizes the results for Scenario Two.

Table 9: Commercial - Scenario 2 Results

Land Use Typology	Land Use Distribution	Remaining SqFt	Remaining Trips
Restaurant	40%	2,400,259	38,301
Retail	30%	1,800,194	16,010
Office	30%	1,800,194	2,241
		Total	56,551

Scenario Three allocated the same percentage of land to restaurants but increased the percentage of land allocated for office and decreased the amount for retail. A city's downtown commercial land uses are comprised large office buildings and restaurants. With the RAC being the downtown area for Dania Beach, this scenario evaluated how many trips would be created if the distribution of land use were targeted to create a more urban downtown atmosphere. **Table 10** summarizes the results for Scenario Three.

Table 10: Commercial - Scenario 3 Results

Land Use Typology	Land Use Distribution	Remaining SqFt	Remaining Trips
Restaurant	40%	2,400,259	38,301
Retail	25%	1,500,162	13,342
Office	35%	2,100,227	2,608
		Total	54,251

Industrial Trip Scenarios

For Industrial trips, the project team used the assumption that a portion of each Industrial-zoned area within the RAC would be used for either warehouse, design, or research land use types. Each of the three scenarios varied the ratios to see how the distribution of available square footage impacted the number of trips needed to accommodate the three different land use types.

Within each land use type, three ITE Trip Codes were used to factor the different types of warehouse, design, and research industries. **Table 11** summarizes the ITE trip codes used for each land use type.

Table 11: ITE Codes per Industrial Land Uses

ITE Code	ITE Land Description
110	Light Industrial
130	Industrial Park
140	Manufacturing

Total trips calculated were averaged for each of the three Industrial trip scenarios. The project team presented the different scenarios to the City of Dania Beach, who informed the majority of the land zoned for industrial uses would be for Warehouse facilities. With this information, it was decided to remove two of the three Industrial scenarios assessed and use only one scenario to generate the total number of trips. **Table 12** summarizes the results from the industrial scenario analysis.

Table 12: Industrial Trip Scenario

Land Use Typology	Land Use Distribution	Remaining SqFt	Remaining Trips
Warehouse	90%	2,144,459	1,230
Design	7%	166,791	96
Research	3%	71,482	41
		Total	1,366

5. Scenario Results

The remaining trips calculated for residential and commercial scenarios one, two and three, plus one industrial scenario were then aggregated to create a total number of potential evening peak hour trips for the remaining square footage available within the RAC. The total number of evening peak hour trips was then divided by the remaining fee (\$1,754,720) to generate a fee range for consideration. **Table 13** summarizes the results of aggregating the evening peak hour trips and the potential fee per evening peak hour trip.

Table 13: Summary of Trip Scenarios

Land Use	Scenario 1	Scenario 2	Scenario 3
Residential	4,082	4,172	4,047
Commercial	54,432	56,551	54,251
Industrial	1,366	1,366	1,366
Total PM Peak Hour Trips	59,880	62,089	59,664
Estimated Fee/Peak Hour Trip	\$29.30	\$28.26	\$29.41

Results from the scenario analysis indicate the fee range would be somewhere between \$28.26 and \$29.41, depending on the level of investment in the different commercial and mixed-use land development types.

6. Final Recommendations

After reviewing all the data, the project team's recommendation is derived from the three scenarios presented in **Table 13**, which was to provide for a reasonable range given the long term nature of development and the need to accommodate maximum buildout under the land use regulations. The recommended fee for the update should reasonably reflect the permissions and restrictions outlined in Dania Beach's zoning code and the RAC as noted in the City's land use plan. To further narrow the options, we reference Residential Scenario One, which, like other scenarios, aligns with the current land use restrictions per the zoning ordinance. Developing an impact fee for a scenario that assumes a higher or lower density than what can be built would create a potential variance that either does not generate enough revenue for anticipated evening peak hour trips or may overestimate the fee by underestimating the amount of evening peak hour trips. Therefore, the project team recommends using Scenario One for residential land use as part of the final recommendation.

Additionally, the purpose of developing the RAC was to invest in the downtown area for Dania Beach where residents come to eat, work, and live in a safe and walkable area. The project team recommends using Scenario Three for commercial land use. This scenario put more emphasis on investing in restaurants and office space rather than retail within the RAC. The one industrial scenario will also be applied to the final recommendation. **Table 14** summarizes the recommendations for the estimated number of evening peak hour trips and the estimated fee per evening peak hour trip as aggregated.

Table 14: Recommended Trip Scenario

Land Use	Final Recommendation
Residential (from Scenario 1)	4,082
Commercial (from Scenario 3)	56,551
Industrial	1,366
Total PM Peak Hour Trips	61,999
Estimated Fee/Peak Hour Trip	\$28.30 (say \$29.00)

7. Implementation of Fee Increases

Any fee increase resulting from this report is governed under certain requirements as enumerated Florida State Statutes Sec. 163.31801. Should the City wish to increase its fee based on this study, it must provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. Unless the result is to reduce the total mitigation costs

or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

The City is also required under state mandated requirements to review this fee and update its professional basis within 4 years after adoption of this report. It is recommended that the City provide for an additional 5% administrative fee, or should state statutes change, the maximum justifiable administrative fee, to help offset the need for future fee reviews every 4 years as required under F.S. 163.31801.

Increases to the Impact Fees are also subject to the following rules under Florida Statutes:

- An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.
- An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.
- An impact fee increase may not exceed 50 percent of the current impact fee rate.
- An impact fee may not be increased more than once every 4 years.
- An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

A fee increase to \$29.00/trip represents a 31.82% increase from the current fee. Therefore, the overall increase must be implemented in four equal installments beginning with the date the increased fee is adopted per F.S. 163.31801.

Table 15 summarizes a 4 year adoption timeline to get to \$29.00/trip.

Table 15: Impact Fee Adoption Timeline

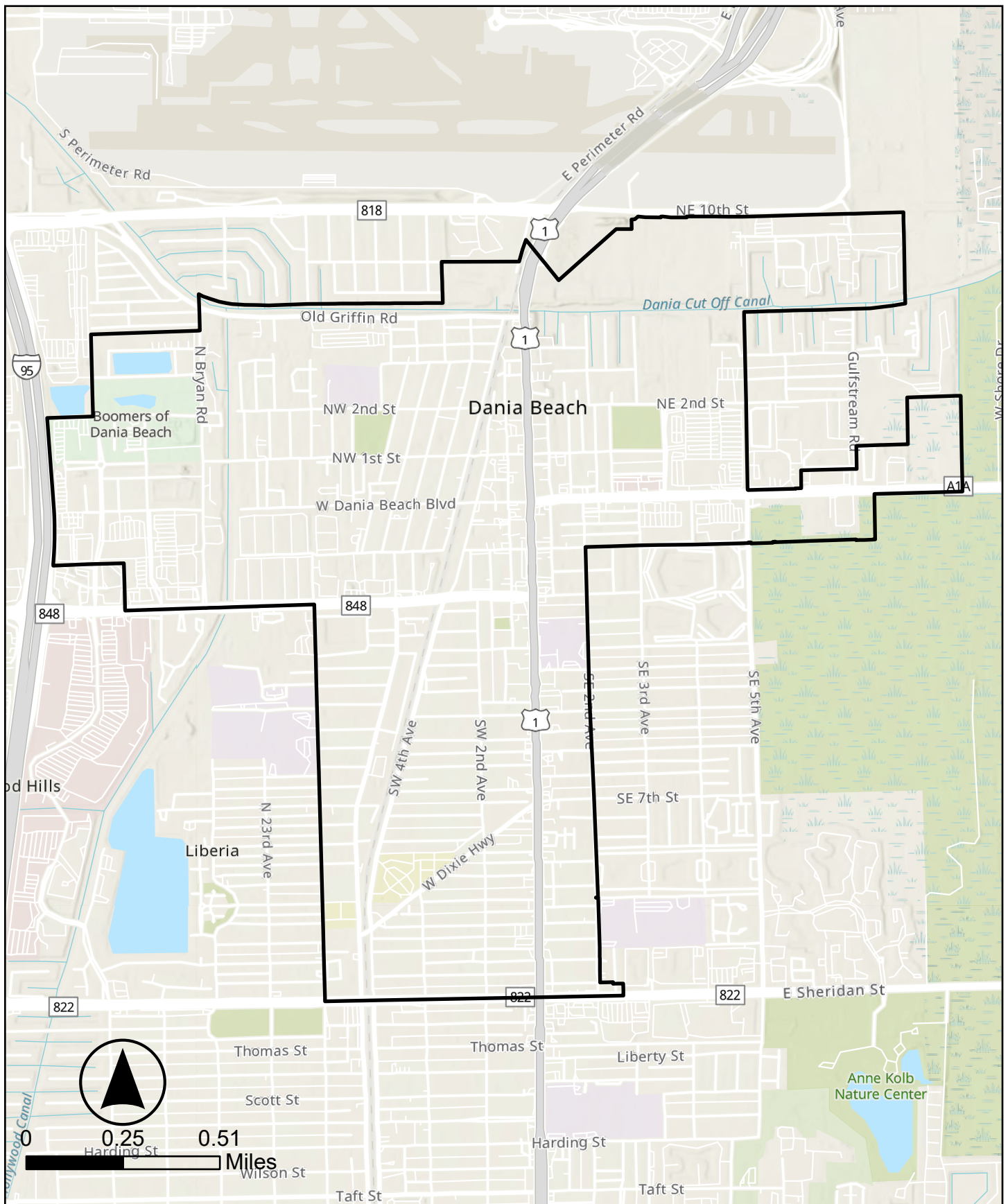
Year	Fee (per trip)	5% Administrative Fee (per trip)
0	\$22	\$0
1	\$23.75	\$1.19
2	\$25.50	\$1.28
3	\$27.25	\$1.36
4	\$29.00	\$1.45

8. Conclusion

The project team intend to present these findings to the City in Spring 2025 with the intent of updating the impact fee to meet future demand on the transportation system within the City of Dania Beach's RAC.

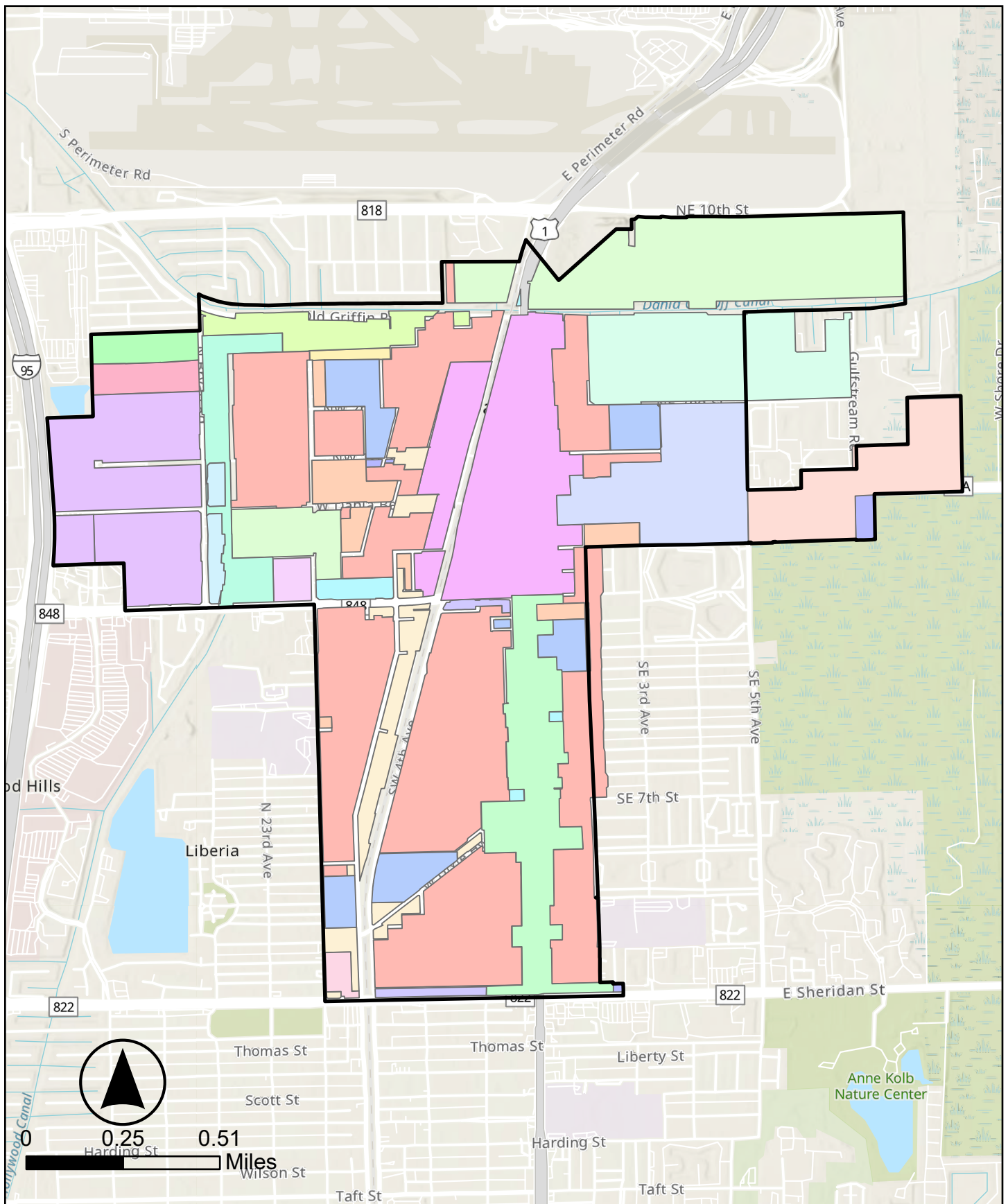
ATTACHMENT A

Study Maps



Legend
 RAC Boundary

Map 1: Study Area



Legend

RAC Boundary

Zoning Codes

- C-1
- C-2
- C-3
- C-4

C-4(DR)

CC

EDBB-MU

GTWY-MU

I-G

IRO

IROM

MA

NBHD-MU

NBHD-RES

NBHD-RES*

OS

PMUD

PMUD-SL

RM-2

RO

RS-8000

SFED-MU

Map 2: Zoning within Study Area

ATTACHMENT B

Impact Fee Analysis

Residential Scenarios											
Residential Zoning Code	Scen 1 Zoning Ratio	Scenario One (DU)	Scenario 1 Total Trips	Scen 2 Zoning Ratio	Scenario 2 (DU)	Scenario 2 Total Trips	Scenario 3 Zoning Ratio	Scenario 3 (DU)	Scenario 3 Total Trips		
	Used the Height per Zoning Ordinance			Low Rise - Max Height >=3.5stories			Mid Rise - Max Height >=10stories				
CC	0.38	1,965	511	0.34	1,795	485	0.41	2,090	543		
EDBB-MU	0.24	1,255	326	0.22	1,146	309	0.26	1,335	347		
GTWY-MU	0.17	876	228	0.15	800	216	0.18	931	242		
NBHD-MU	0.04	211	82	0.06	331	129	0.03	135	53		
SFED-MU	0.11	560	218	0.17	876	342	0.07	357	139		
PMUD	0.03	144	37	0.03	132	36	0.03	153	40		
PMUD-SL	0.03	144	37	0.03	132	36	0.03	153	40		
RM-2		221	128		165	104		221	128		
NBHD-Res		1,041	917		1,041	917		1,041	917		
NBHD-Res*		1,041	917		1,041	917		1,041	917		
RO		152	59		152	59		152	59		
RS-8000		685	622		685	622		685	622		
		TOTAL	4,082			TOTAL	4,172			TOTAL	4,047

Commercial Trip Results: Scenario 1				
Land Use	Percentage	Total SqFt	Remaining SqFt	Remaining Trips
Restraunt	35%	5,887,676	2,100,227	33,513
Retail	35%	5,887,676	2,100,227	18,678
Office	30%	5,046,580	1,800,194	2,241
			TOTAL	54,432

Commercial Trip Results: Scenario 2				
Land Use	Percentage	Total SqFt	Remaining SqFt	Remaining Trips
Restraunt	40%	6,728,773	2,400,259	38,301
Retail	30%	5,046,580	1,800,194	16,010
Office	30%	5,046,580	1,800,194	2,241
			TOTAL	56,551

Commercial Trip Results: Scenario 3				
Land Use	Percentage	Total SqFt	Remaining SqFt	Remaining Trips
Restraunt	40%	6,728,773	2,400,259	38,301
Retail	25%	4,205,483	1,500,162	13,342
Office	35%	5,887,676	2,100,227	2,608
			TOTAL	54,251

Industrial Trip Results				
Land Use	Percentage	Total SqFt	Remaining SqFt	Remaining Trips
Warehouse	90%	10,844,062	2,144,459	1,230
Design	7%	843,427	166,791	96
Research	3%	361,469	71,482	41
			TOTAL	1,366

Scenario Trip Results & Recommended Impact Fee				
Totals	Scenario 1	Scenario 2	Scenario 3	Recommendation
Residential	4,082	4,172	4,047	4,082
Commercial	54,432	56,551	54,251	56,551
Industrial	1,366	1,366	1,366	1,366
PM Peak Hr Trips	59,880	62,089	59,664	61,999
Remaining Fee	\$ 1,754,720	\$ 1,754,720	\$ 1,754,720	\$ 1,754,720
Impact Fee	\$ 29.30	\$ 28.26	\$ 29.41	\$ 28.30
Rounded	\$ 30.00	\$ 29.00	\$ 30.00	\$ 29.00

ATTACHMENT C

Zoning Analysis

Zoning Code	Mixed Use	High Rise	Description	Total SqFt per Zone	# Stories	Res Stories	Allowed Lot Coverage	SqFt Coverage	Max Build SqFt	Average Units (MxSqFt/1200)	10% Open Space	Total Useable SqFt
CC	Yes	Yes	City Center	5,576,102	7	6	90%	5,018,492	19,572,118	16,310	14,679	14,679
EDBB-MU	Yes	Yes	East Danai Beach Blvd Mixed Use	3,063,657	7	6	85%	2,604,109	12,499,722	10,416	9,375	9,375
GTWY-MU	Yes	Yes	Gateway Mixed Use	2,422,643	7	6	75%	1,816,982	8,721,515	7,268	6,541	6,541
NBHD-MU	Yes		Neighborhood Mixed Use	1,547,195	3	2	85%	1,315,116	2,104,185	1,753	1,578	1,578
SFED-MU	Yes		South Federal Mixed Use	3,363,895	4	3	85%	2,859,311	5,575,657	4,646	4,182	4,182
PMUD	Yes	Yes	Planned MU Development	351,854	7	6	85%	299,076	1,435,566	1,196	1,077	1,077
PMUD-SL	Yes	Yes	Planned MU Development-Small	351,854	7	6	85%	299,076	1,435,566	1,196	1,077	1,077
RM-2			Multifamily 25 DU/Acre	189,048	5	4	35%	66,167	264,667	221		221
NBHD-Res			Neighborhood Residential	15,947,319	2	1	63%	10,046,811	10,046,811	8,372		8,372
NBHD-Res*			Neighborhood Residential*	17,143,306	2	1	63%	10,800,283	10,800,283	9,000		9,000
RO			Residential Office	259,790	2	1	70%	181,853	181,853	152		152
RS-8000			Single Family	2,346,879	2	1	35%	821,408	821,408	685		685
C-1			Neighborhood Office & Banking	143,541	3		70%	100,478	301,435		271,292	271,292
C-2			Community Business	189,269	3		70%	132,489	397,466		357,719	357,719
C-3			General Business	330,711	3		70%	231,498	694,494		625,044	625,044
C-4			General Commercial	554,706	3		70%	388,294	1,164,883		1,048,394	1,048,394
C-4(DR)			Commercial (Deed Restricted)	542,144	3		70%	379,501	1,138,503		1,024,653	1,024,653
I-G			Industrial	6,235,994	3		70%	4,365,196	13,095,588		11,786,030	11,786,030
IRO			Industrial Research Office	276,035	5		60%	165,621	828,104		745,293	745,293
IROM			Industrial Research Office Marine	1,275,238	6		70%	892,667	5,355,999		4,820,399	4,820,399
MA			Marine	1,079,663	3		70%	755,764	2,267,292		2,040,563	2,040,563
OS			Open Space	2,183,602	1		3%	65,508	65,508			65,508

ATTACHMENT D
ITE Trip Generator Results

Residential Scenario 1

Zone	ITE Code	ITE Land Use	Setting Location	Time Period	DUs	Trips
CC	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	1,965	511
EDBB-MU	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	1,255	326
GTWY-MU	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	876	228
NBHD-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	211	82
SFED-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	560	218
PMUD	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	144	37
PMUD-SL	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	144	37
RM-2	220	MultiFam Housing (Low-Rise)		Weekday PM PkHr Gen	221	128
NBHD-Res	210	Single Family Detached		Weekday PM PkHr Gen	1,041	917
NBHD-Res*	210	Single Family Detached		Weekday PM PkHr Gen	1,041	917
RO	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	152	59
RS-8000	210	Single Family Detached		Weekday PM PkHr Gen	685	622
TOTAL					8,294	4,082

Residential Scenario 2

Zone	ITE Code	ITE Land Use	Setting Location	Time Period	DUs	Trips
CC	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	1,795	485
EDBB-MU	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	1,146	309
GTWY-MU	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	800	216
NBHD-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	331	129
SFED-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	876	342
PMUD	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	132	36
PMUD-SL	230	Low-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	132	36
RM-2	220	MultiFam Housing (Low-Rise)		Weekday PM PkHr Gen	165	104
NBHD-Res	210	Single Family Detached		Weekday PM PkHr Gen	1,041	917
NBHD-Res*	210	Single Family Detached		Weekday PM PkHr Gen	1,041	917
RO	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	152	59
RS-8000	210	Single Family Detached		Weekday PM PkHr Gen	685	622
TOTAL					8,294	4,172

Residential Scenario 3

Zone	ITE Code	ITE Land Use	Setting Location	Time Period	DUs	Trips
CC	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	2,090	543
EDBB-MU	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	1,335	347
GTWY-MU	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	931	242
NBHD-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	135	53
SFED-MU	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	357	139
PMUD	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	153	40
PMUD-SL	231	Mid-Rise Res w/ GF Commercial	Dense Multi-Use Urban	Weekday PM PkHr Gen	153	40
RM-2	220	MultiFam Housing (Low-Rise)		Weekday PM PkHr Gen	221	128
NBHD-Res	210	Single Family Detached		Weekday PM PkHr Gen	1,041	917
NBHD-Res*	210	Single Family Detached		Weekday PM PkHr Gen	1,041	917
RO	230	Low-Rise Res w/ GF Commercial	General Urban/Suburban	Weekday PM PkHr Gen	152	59
RS-8000	210	Single Family Detached		Weekday PM PkHr Gen	685	622
TOTAL					8,294	4,047

Scenario 1: Commercial Restaurant Codes					
ITE Code	Sqft Ratio	Rem SqFt	ITE Land Use	Time Period	Trips
930	55%	1,155,125	Fast Casual	Weekday PM PkHr Gen	21,450,671
931	20%	420,045	Fine Dining	Weekday PM PkHr Gen	3,477,973
932	25%	525,057	High Turnover (Sit-Down)	Weekday PM PkHr Gen	8,584,682

Scenario 2: Commercial Restaurant Codes					
ITE Code	Sqft Ratio	Rem SqFt	ITE Land Use	Time Period	Trips
930	55%	1,320,142	Fast Casual	Weekday PM PkHr Gen	24,515,037
931	20%	480,052	Fine Dining	Weekday PM PkHr Gen	3,974,831
932	25%	600,065	High Turnover (Sit-Down)	Weekday PM PkHr Gen	9,811,063

Scenario 3: Commercial Restaurant Codes					
ITE Code	Sqft Ratio	Rem SqFt	ITE Land Use	Time Period	Trips
930	55%	1,320,142	Fast Casual	Weekday PM PkHr Gen	24,515,037
931	20%	480,052	Fine Dining	Weekday PM PkHr Gen	3,974,831
932	25%	600,065	High Turnover (Sit-Down)	Weekday PM PkHr Gen	9,811,063

Scenario 1: Commercial Office Space Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
710	1,800,194	General Office Building	Weekday PkHr of Adjacent St Traffic (4-6pm)	565,139
712	1,800,194	Small Office Building	Weekday PkHr of Adjacent St Traffic (4-6pm)	3,888,419
750	1,800,194	Office Park	Weekday PkHr of Adjacent St Traffic (4-6pm)	2,268,265

Scenario 2: Commercial Office Space Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
710	1,800,194	General Office Building	Weekday PkHr of Adjacent St Traffic (4-6pm)	565,139
712	1,800,194	Small Office Building	Weekday PkHr of Adjacent St Traffic (4-6pm)	3,888,419
750	1,800,194	Office Park	Weekday PkHr of Adjacent St Traffic (4-6pm)	2,268,265

Scenario 3: Commercial Office Space Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
710	2,100,227	General Office Building	Weekday PkHr of Adjacent St Traffic (4-6pm)	642,275
712	2,100,227	Small Office Building	Weekday PkHr of Adjacent St Traffic (4-6pm)	4,536,490
750	2,100,227	Office Park	Weekday PkHr of Adjacent St Traffic (4-6pm)	2,646,307

Scenario 1: Commercial Retail Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
820	2,100,227	Shopping Center (>150k)	Weekday PM PkHr Gen	7,813,026
821	2,100,227	Shopping Plaza (40-150k)	Weekday PM PkHr Gen	20,414,206
822	2,100,227	Strip Retail Plaze (<40k)	Weekday PM PkHr Gen	27,807,005

Scenario 2: Commercial Retail Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
820	1,800,194	Shopping Center (>150k)	Weekday PM PkHr Gen	6,696,904
821	1,800,194	Shopping Plaza (40-150k)	Weekday PM PkHr Gen	17,497,886
822	1,800,194	Strip Retail Plaze (<40k)	Weekday PM PkHr Gen	23,834,569

Scenario 3: Commercial Retail Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
820	1,500,162	Shopping Center (>150k)	Weekday PM PkHr Gen	5,580,785
821	1,500,162	Shopping Plaza (40-150k)	Weekday PM PkHr Gen	14,581,575
822	1,500,162	Strip Retail Plaze (<40k)	Weekday PM PkHr Gen	19,862,145

Industrial Warehouse Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
110	2,144,459	Light Industrial	Weekday PM PkHr Gen	1,351,019
130	2,144,459	Industrial Park	Weekday PM PkHr Gen	857,784
140	2,144,459	Manufacturing	Weekday PM PkHr Gen	1,479,697

Industrial Design Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
110	166,791	Light Industrial	Weekday PM PkHr Gen	105,088
130	166,791	Industrial Park	Weekday PM PkHr Gen	66,716
140	166,791	Manufacturing	Weekday PM PkHr Gen	115,107

Industrial Research Codes				
ITE Code	Rem SqFt	ITE Land Use	Time Period	Trips
110	71,482	Light Industrial	Weekday PM PkHr Gen	45,044
130	71,482	Industrial Park	Weekday PM PkHr Gen	28,593
140	71,482	Manufacturing	Weekday PM PkHr Gen	49,343

ATTACHMENT E
Supplemental Research

CHAPTER 2024-266

Committee Substitute for House Bill No. 479

An act relating to alternative mobility funding systems and impact fees; amending s. 163.3164, F.S.; providing definitions; amending s. 163.3180, F.S.; revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; amending s. 163.31801, F.S.; revising requirements for the calculation of impact fees by certain local governments and special districts; requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances; amending s. 212.055, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (32) through (52) of section 163.3164, Florida Statutes, are renumbered as subsections (34) through (54), respectively, and new subsections (32) and (33) are added to that section, to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(32) “Mobility fee” means a local government fee schedule established by ordinance and based on the projects included in the local government’s adopted mobility plan.

(33) “Mobility plan” means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031.

Section 2. Paragraphs (h) and (i) of subsection (5) of section 163.3180, Florida Statutes, are amended, and paragraph (j) is added to that subsection, to read:

163.3180 Concurrency.—

(5)

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms “terminals” and “transit facilities” do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government’s concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be

reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may it is encouraged to adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted may not use an alternative transportation system be used to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation A mobility fee-based funding system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose that is not mobility fee-based shall not be applied in a manner that imposes upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 3. Paragraph (a) of subsection (4), paragraph (a) of subsection (5), and subsection (7) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any other form of exaction; related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

Section 4. Paragraph (d) of subsection (2) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint

county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term “infrastructure” means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term “public facilities” means facilities as defined in s. 163.3164(41) ~~s. 163.3164(39)~~, s. 163.3221(13), or s. 189.012(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency

officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

Section 5. This act shall take effect October 1, 2024.

Approved by the Governor June 25, 2024.

Filed in Office Secretary of State June 25, 2024.

ORDINANCE NO. 2010-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE DANIA BEACH COMPREHENSIVE PLAN TO AMEND THE REGIONAL ACTIVITY CENTER ("RAC") LAND USE CLASSIFICATION AS DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS ORDINANCE, BY INCREASING ACREAGE FOR COMMERCIAL AND EMPLOYMENT CENTER USES; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE AGENCIES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; REQUESTING RECERTIFICATION FROM THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach ("City") desires to amend its Comprehensive Plan's Future Land Use Element by amending the land use classification "Regional Activity Center" ("RAC"); and

WHEREAS, the City's Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on March 17, 2010, and determined that the proposed amendment to the Future Land Use Element (the "Amendment") is consistent with the goals and objectives of the City's Comprehensive Plan and, therefore, recommended approval of the Amendment; and

WHEREAS, the City Commission held a duly noticed public hearing on April 27, 2010, regarding the Amendment and determined that the Amendment is in the best interests of the City's public health, safety and welfare and should be adopted for transmittal to the Florida Department of Community Affairs for its review pursuant to Chapter 163, Florida Statutes; and

WHEREAS, on _____, 2010, the City Commission held its second public hearing on the adoption of the Amendment, for final adoption in accordance with the requirements of Chapter 163, Florida Statutes;

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

Section 1. That the Future Land Use Element of the City's Comprehensive Plan is amended according to Exhibit "A", a copy of which is attached and made a part of this Ordinance, amending the land use classification of "Regional Activity Center" ("RAC") and supporting objectives and policies.

Section 2. That the City Commission authorizes the City Manager to transmit the Amendment to the Florida Department of Community Affairs and other state agencies pursuant to the requirements of Chapter 163.3184, Florida Statutes.

Section 3. That the City Commission authorizes the City Manager to transmit an application to the Broward County Planning Council to request amendment of the Broward County Land Use Plan text, amending the RAC in Dania Beach, and to request recertification of the City's Future Land Use Element.

Section 4. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

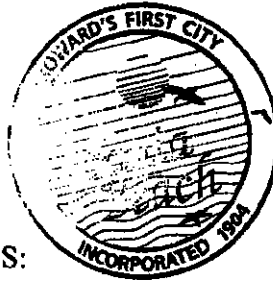
Section 6. That the effective date of this Amendment shall be after the second reading and adoption of the amendment by the City Commission and, subsequently, the date a final order is issued by the Florida Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163, Florida Statutes; or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Chapter 163, Florida Statutes.

PASSED AND ADOPTED on first reading on April 27, 2010.

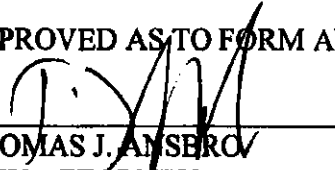
PASSED AND ADOPTED on second and final reading on _____, 2010.


C. K. McELYEA
MAYOR-COMMISSIONER

ATTEST: 
LOUISE STILSON, CMC
CITY CLERK



APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSEROV
CITY ATTORNEY

**PROPOSED TEXT AMENDMENT TO THE BROWARD COUNTY
LAND USE PLAN**

Regional Activity Center

* * *

Dania Beach Regional Activity Center

**Dania Beach Regional Activity Center land use
designation - density and intensity
specifications**

Land Uses:	Maximum Intensity (unless otherwise indicated)
Residential*:	2,348 single family homes 286 duplexes 2,047 townhomes 972 garden apartments 2,165 mid rise apartments
<u>Commercial</u>	<u>264.6</u> <u>294</u> acres, plus 500,000 s.f. of commercial floor area approved with the former LAC.
Industrial	247.5 acres
Employment Center	54.6 <u>74.5</u> acres
Transportation	6.5 acres
Hotel	640 rooms
Community Facilities	36.2 acres (or as needed)
Parks & Recreation	40.5 acres (minimum)
Conservation	2.6 acres (minimum)
Utilities	2.5 acres (or as needed)

*Dwelling units from any given category (ex: single-family, townhouse, etc.) may be substituted for dwelling units of another category provided that the substitution results in the same or lesser student generation using the county's adopted student generation rates.

Remarks: Ch. 163 Community Redevelopment Area, provides access to Fort Lauderdale-Hollywood International Airport and Port Everglades, and is located around the proposed FEC commuter rail alignment.

RESOLUTION NO. 2010-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA APPROVING MITIGATION OF TRAFFIC IMPACTS ASSOCIATED WITH THE MODIFICATION OF PERMITTED USES WITHIN THE DANIA BEACH REGIONAL ACTIVITY CENTER ("RAC") AS OUTLINED IN BROWARD COUNTY'S LONG RANGE TRANSPORTATION PLAN ("LRTP"); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2009, the City Commission of the City of Dania Beach amended its comprehensive plan to adopt a Regional Activity Center ("RAC") for the area that is designated as the City's Community Redevelopment Agency redevelopment area; and

WHEREAS, the City of Dania Beach is currently proposing to amend the "RAC" to include the addition of 30 acres of Commercial Land Use and 20 acres of Employment Center Land Use; and

WHEREAS, as part of the Broward County Planning Council staff review of this application, adverse traffic impacts have been identified on the Regional Transportation System that are estimated to increase the number of P.M. Peak Hour Vehicle Trips at the long term planning horizon (2020); and

WHEREAS, the fee for mitigating the transportation impacts in the "RAC" as a result of this amendment is not expected to exceed \$1,800,000.00; and

WHEREAS, the City Commission of the City of Dania Beach desires to mitigate the traffic impacts for this land use plan amendment by making a financial contribution towards improvements in the area outlined in Broward County's Long Range Transportation Plan ("LRTP");

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

Section 1. The foregoing "Whereas" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution upon its adoption.

Section 2. The City Commission of the City of Dania Beach will ensure that impacts to the regional transportation system are mitigated through development and implementation of a Fair Share Contribution Payment Schedule, which will be included as part of a recorded

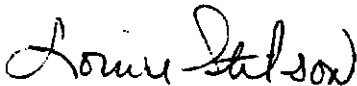
voluntary commitment made by the City of Dania Beach as part of the Land Use Plan Amendment's traffic mitigation.

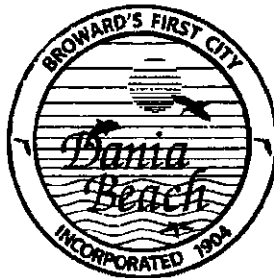
Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

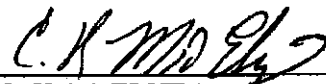
Section 4. This Resolution shall be in full force and take effect immediately upon its passage and adoption by the City Commission of the City of Dania Beach, Florida.

PASSED AND ADOPTED on July 27, 2010.

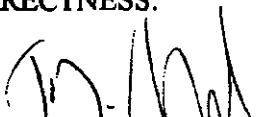
ATTEST:


LOUISE STILSON, CMC
CITY CLERK




C. K. McELYEA
MAYOR-COMMISSIONER

APPROVED AS TO FORM
CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

ORDINANCE NO. 2014-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND THE LAND DEVELOPMENT CODE BY AMENDING ARTICLE 810 "IMPACT FEES" TO PROVIDE FOR ADOPTION OF A MITIGATION FEE PROGRAM ASSOCIATED WITH THE MITIGATION OF TRAFFIC IMPACTS ASSOCIATED WITH THE MODIFICATION OF PERMITTED USES WITHIN THE AREA DESIGNATED AS THE DANIA BEACH REGIONAL ACTIVITY CENTER ("RAC") BY THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN, AS OUTLINED IN THE BROWARD COUNTY LONG RANGE TRANSPORTATION PLAN ("LRTP"); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2009, the City Commission of the City of Dania Beach amended its Comprehensive Plan to adopt a Regional Activity Center ("RAC") for the area that is designated as the City's Community Redevelopment Agency redevelopment area, the geographic area depicted in the attached "Exhibit A" ; and

WHEREAS, on September 28, 2010, the City amended the RAC Plan to include the addition of thirty (30) acres of Commercial Land Use and twenty (20) acres of Employment Center Land Use via Ordinance No. 2010-007; and

WHEREAS, as part of the Broward County Planning Council staff review of the amendment, adverse traffic impacts were identified on the Regional Transportation System that are estimated to increase the number of P.M. Peak Hour Vehicle Trips at the long term planning horizon (2020); and

WHEREAS, as a condition of the approval of the amendment, the Broward County Planning Council required the City to develop a traffic mitigation system for development within the RAC; and

WHEREAS, in satisfaction of this traffic mitigation condition, the City Commission of the City of Dania Beach adopted Resolution Number 2010-114, which committed to the development of a transportation mitigation impact fee of up to \$1.8 Million Dollars for future development within the RAC; and

WHEREAS, the purpose of this Ordinance is to amend Article 810 "Impact Fees" of the Land Development Code of the Code of Ordinances, to establish the fair share contribution

payment schedule, which will be implemented for new development within the RAC, after the effective date of this Ordinance; and

WHEREAS, the proposed fee schedule is based upon the available remaining development rights within the RAC, and will be assignable to and used toward traffic impacts of proposed development within the RAC, based upon the P.M. peak hour trips that those developments generate; and

WHEREAS, for the purposes of this program, the P.M. peak hour trips are based upon the Institute of Transportation Engineer's ("ITE") trip generation rates current at the date of the building permit application, and will be utilized to determine the fair share contribution payment at the time of building permit application for each individual project; and

WHEREAS, the maximum total impact fee amount of \$1,800,000.00 is required to mitigate a maximum of 84,649 P.M. peak hour trips within the RAC; and

WHEREAS, the payment schedule that has been developed for the procedure provides for a fee of \$21.26 per P.M. peak hour trip as the fair share contribution payment for traffic mitigation for projects within the RAC; and

WHEREAS, funds received by the City through the RAC Transportation Mitigation Impact Fee will be placed into a new RAC Traffic Mitigation Special Revenue Fund to be created by the City; and

WHEREAS, the funds collected by the City at the time of building permits through this program shall be utilized for transit infrastructure improvements, programmed roadway improvements and pedestrian/greenway/bicycle improvements, or all of the foregoing and will be consistent with the Broward County 2035 Long Range Transportation Plan ("LRTP") and within the RAC boundaries; and

WHEREAS, the Planning and Zoning Board, sitting as the City's local planning agency, has reviewed this Ordinance; and

WHEREAS, a public notice was provided in accordance with Section 163.31801, F.S.; and

WHEREAS, a public hearing was held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City’s Comprehensive Plan.

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 Article 810 “Impact Fees” of the City of Dania Beach Land Development Code is amended to read as follows:

Section 810-70. Regional Activity Center Transportation Mitigation Impact Fee.

(A) Impacts to the regional transportation system within the Regional Activity Center (RAC) designation of the City’s Comprehensive Plan shall be mitigated through the RAC Transportation Mitigation Impact Fee, based upon a fair share contribution payment schedule, for the mitigation of transportation impacts associated with development within the RAC.

(B) The amount of a required RAC Transportation Mitigation Impact Fee payment shall be determined by the number of trips to be generated by a proposed development at the time of building permit application. The amount of the fee shall be calculated based on the RAC Transportation Mitigation Impact Fee schedule which shall be adopted by resolution of the city commission.

Section 3. All ordinances of the City of Dania Beach in conflict with any provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dania Beach, Florida, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section,” “Article” or other appropriate word.

Section 6. That this Ordinance shall take effect immediately upon its passage and adoption.

PASSED on first reading on May 27, 2014.

PASSED AND ADOPTED on second reading on _____, 2014.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

WALTER B. DUKE, III
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 24, 2014

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Principal Planner, LEED GA *CL Lajoie*

SUBJECT: **CD-42-14:** Transportation mitigation fee for new development in the Regional Activity Center. (SECOND READING).

REQUEST

To establish a transportation mitigation fee as required by Broward County for new development in the Regional Activity Center.

BACKGROUND

On July 27, 2010, the City of Dania Beach adopted Resolution No. 2010-1144 which committed the City to develop a transportation mitigation impact fee of up to \$1.8 million. This fee was requested by Broward County when the city approved the 2010 Comprehensive Plan amendment to the City of Dania Beach for the Regional Activity Center (RAC).

The RAC was originally adopted in 2009 by a separate Comprehensive Plan amendment which created a pool of uses to be utilized within the +/- 1,350 acre area. Subsequent to the adoption of the RAC, the 2010 amendment was proposed by the City. During review of that proposed amendment, it was determined by Broward County staff that there were additional impacts on the transportation system that required additional mitigation.

A condition of the approval of the County's Comprehensive Plan amendment was that the City shall develop a transportation mitigation system. The purpose of this system is to establish fair share contribution payment schedule which will be implemented for new development within the RAC going forward. The proposed schedule is based upon the available remaining development rights within the RAC as adopted by the Comprehensive Plan amendment and will be assignable to proposed development within the RAC based upon the p.m. peak hour trips that those development generate. For the purposes of this program, the p.m. peak hour trips are based upon the Institute of Transportation Engineer's (ITE) generation rates current at the date of the building permit application as determined to be the fair share contribution payment for the individual project.

The maximum total impact amount of \$1.8 million is required to mitigate a maximum of 84,649 P.M. peak trips within the RAC. The payment schedule that has been developed for this procedure provides for twenty-one dollars and twenty-six cents (\$21.26) per p.m. peak hour trip as the fair share contribution payment for projects. Attached is a table which outlines the remaining development available within the RAC and the anticipated trip generation based upon the ITE trip generation rates that development would create.

The funds collected by the City at the time of building permit through this program will be utilized for transit infrastructure improvements, costs of City mass transit expenditures, programmed roadway improvements, and/or pedestrian/greenway improvements consistent with the Broward County 2035 Long Range Transportation plan and within the City's RAC boundaries.

This request will be heard by the City Commission at two (2) public hearings and will become effective 90 days after advertisement, per state statutes.

CITY COMMISSION PREVIOUS ACTION

On May 27, 2014 the City Commission approved this request on first reading.

PLANNING AND ZONING BOARD RECOMMENDATION

On April 16, 2014 the Planning and Zoning Board, sitting as the Local Planning Agency, heard this item and recommended approval.

STAFF RECOMMENDATION

Recommend approval of the proposed transportation mitigation fee for the RAC.

HOUSE OF REPRESENTATIVES STAFF FINAL BILL ANALYSIS

BILL #: CS/HB 479 Alternative Mobility Funding Systems

SPONSOR(S): Commerce Committee; Robinson, W., and others

TIED BILLS: **IDEN./SIM. BILLS:** CS/SB 688

FINAL HOUSE FLOOR ACTION: 115 Y's

0 N's

GOVERNOR'S ACTION: Approved

SUMMARY ANALYSIS

CS/HB 479 passed the House on February 28, 2024, as amended, and subsequently passed the Senate on March 4, 2024.

Counties and municipalities are required to plan for future development and growth by adopting, implementing, and amending as necessary a comprehensive plan. All elements of a plan or plan amendment must be based on relevant, appropriate data and an analysis by the local government. Each comprehensive plan must include a transportation element addressing traffic circulation, including the types, locations, and extent of existing and proposed major thoroughfares and transportation routes, including bicycle and pedestrian ways.

Certain public facilities and services must be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent by a local government. Local governments may extend this concurrency requirement to additional public facilities such as transportation. Local governments electing to repeal transportation concurrency are encouraged to adopt an alternative mobility funding system. One method of funding local government transportation concurrency requirements is through the adoption and imposition of impact fees to fund the infrastructure needed to expand local services to meet the demands of population growth caused by new growth. Local governments may increase impact fees only under limited circumstances, including upon a showing of extraordinary circumstances.

In 2013, the concept of a mobility fee-based funding system was added to the comprehensive planning statutes as an encouraged alternative to transportation concurrency.

The bill defines "mobility fee" and "mobility plan" for use within the Community Planning Act.

The bill requires counties and municipalities that charge developers a fee for transportation capacity impacts to enter interlocal agreements to coordinate the mitigation of their respective transportation capacity impacts, provides criteria for the agreements, and establishes alternative processes to follow if local governments fail to enter into such agreements by October 1, 2025.

The bill provides that local governments adopting and collecting impact fees by ordinance or resolution must base impact fee calculations on a study using the most recent and localized data available within four years of the current impact fee update, unless the impact fee is increased, in which case the new study must be adopted by the local government within 12 months of the initiation. The bill provides that a local government must credit against the collection of the impact fee any contribution identified in the development order or any form of exaction, including monetary contributions.

The bill does not have a fiscal impact on state or local government.

The bill was approved by the Governor on June 25, 2024, ch. 2024-266, L.O.F., and will become effective on October 1, 2024.

I. SUBSTANTIVE INFORMATION

A. EFFECT OF CHANGES:

Present Situation

Every local government, defined as any county and municipality,¹ is required to plan for future development and growth by adopting, implementing, and amending as necessary a comprehensive plan.² All elements of a plan or plan amendment must be based on relevant, appropriate data³ and an analysis by the local government that may include surveys, studies, aspirational goals, and other data available at the time of adopting the plan or amendment.⁴ The data supporting a plan or amendment must be taken from professionally accepted sources⁵ and must be based on permanent and seasonal population estimates and projections.⁶

Each comprehensive plan must include a transportation element, the purpose of which is to plan for a multimodal transportation system emphasizing feasible public transportation, addressing mobility issues pertinent to the size and character of the local government, and designed to support all other elements of the comprehensive plan.⁷ The transportation element must address traffic circulation, including the types, locations, and extent of existing and proposed major thoroughfares and transportation routes, including bicycle and pedestrian ways.⁸ The plan of a local government with a population exceeding 50,000 that is not within the planning area of a metropolitan planning organization (MPO)⁹ also must address mass transit, ports, and aviation¹⁰ and related facilities.¹¹ The transportation planning element for a local government with a population exceeding 50,000 located within the area of a MPO specifically must address the following:

- All alternative modes of travel, including public transportation, pedestrian, and bicycle.
- Aviation, rail, and seaport facilities, access to those facilities, and intermodal transportation.
- Capability to evacuate coastal population prior to a natural disaster.
- Airports, projected airport and aviation development, and land use around airports.
- Identification of land use densities, building intensities, and transportation management programs to promote public transportation.¹²

The transportation planning element for a municipality with a population exceeding 50,000, or a county with a population exceeding 75,000, must provide for moving people by mass transit, including:

- Providing efficient, safe, and convenient public transit, including accommodation for the transportation disadvantaged.
- Plans for port, aviation, and related facilities.

¹ S. 163.3164(29), F.S. For the purpose of the act, the Central Florida Tourism Oversight District may exercise the powers of a municipality for the area under its jurisdiction. S. 163.3167(6), F.S.; see also ch. 2023-5, Laws of Fla. (renaming the Reedy Creek Improvement District to the Central Florida Tourism Oversight District).

² Ss. 163.3167(2) and 163.3177(2), F.S.

³ "To be based on data means to react to it in an appropriate way and to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue." S. 163.3177(1)(f), F.S.

⁴ S. 163.3177(1)(f), F.S.

⁵ S. 163.3177(1)(f)2., F.S. The statute does not further define "professionally accepted sources."

⁶ S. 163.3177(1)(f)3., F.S. Population estimates may be those published by the Office of Economic and Demographic Research or may be generated by the local government based upon a professionally acceptable methodology. *Id.*

⁷ S. 163.3177(6)(b), F.S.

⁸ S. 163.3177(6)(b)1., F.S.

⁹ An MPO must be designated as provided in 23 U.S.C. s. 450.310(a) for each urbanized area with a population of more than 50,000. S. 339.175(2), F.S. Florida MPOs are intended specifically to develop plans and programs in metropolitan areas for the development and management of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities to function as an intermodal transportation system. S. 339.175(1), F.S.

¹⁰ All local governments have the option to include within the transportation element an airport master plan, incorporated into the plan through the comprehensive plan amendment process. S. 163.3177(6)(b)4., F.S.

¹¹ S. 163.3177(6)(b), F.S.

¹² S. 163.3177(6)(b)2., F.S.

- Plans for circulation of recreational traffic, including bicycle and riding facilities and exercise trails.¹³

In addition to the general requirements for data supporting a comprehensive plan or amendment, the transportation planning element must include one or more maps showing the general location of existing and proposed transportation system features and data, analyses, and associated principles pertaining to:

- Existing transportation system levels of service and system needs and availability of transportation facilities and services.
- Growth trends and travel patterns, as well as interactions between land use and transportation;
- Current and projected intermodal¹⁴ deficiencies and needs.
- Projected transportation system levels of service and system needs.
- How the local government will correct existing facility deficiencies, meet the needs of the projected transportation system, and advance the transportation purposes of the plan.¹⁵

Generally, local government transportation and mobility planning should address providing mobility options, such as automobile, bicycle, pedestrian, or mass transit, that minimize environmental impacts, expand transportation options, and increase connectivity between destinations.¹⁶

Transportation Concurrency

Certain public facilities and services must be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent by a local government.¹⁷ Local governments may extend this concurrency requirement to additional public facilities such as transportation.¹⁸ Where concurrency is applied to transportation, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide its application.¹⁹ The plan must show that the included levels of service may reasonably be met.²⁰ Local governments utilizing transportation concurrency must use professionally accepted studies to evaluate levels of service and techniques to measure such levels of service when evaluating potential impacts of proposed developments.²¹ While local governments implementing a transportation concurrency system are encouraged to develop and use certain tools and guidelines, such as addressing potential negative impacts on urban infill and redevelopment²² and adopting long-term multimodal strategies,²³ such local governments must follow specific concurrency requirements including consulting with the Florida Department of Transportation if proposed amendments to the plan affect the Strategic Intermodal System, exempting public transit facilities from concurrency

¹³ S. 163.3177(6)(b)3., F.S.

¹⁴ "Intermodal transportation" is not defined in the statute but generally means the transportation by or involving more than one form of carrier in a single journey, particularly for moving cargo. See "intermodal," available at <https://www.merriam-webster.com/dictionary/intermodal> (last visited Jan. 14, 2024); "intermodal transport," available at <https://www.ups.com/us/en/supplychain/insights/knowledge/glossary-term/intermodal-transport.page> (last visited Jan. 14, 2024). Part of the intent in creating the Florida Strategic Intermodal System is to address the increased demands placed on the entire statewide transportation system by economic and population growth and projected increases in freight movement, international trade, and tourism designing and operating a strategic intermodal system to meet the mobility needs of the state. See s. 339.61(2), F.S.

¹⁵ S. 163.3177(6)(b)1., F.S.

¹⁶ Dept. of Commerce, "Transportation Planning," available at <https://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/transportation-planning> (last visited Jan. 14, 2024), herein Commerce Transportation Planning.

¹⁷ S. 163.1380(2), F.S. The only such services for which concurrency is mandatory are sanitary sewer, solid waste, drainage, and potable water supplies.

¹⁸ S. 163.3180(1), F.S.

¹⁹ Ss. 163.3180(1)(a) and 163.3180(5)(a), F.S. See Commerce Transportation Planning, *supra* n. 16.

²⁰ S. 163.3180(1)(b), F.S.

²¹ S. 163.3180(5)(b)-(c), F.S.

²² S. 163.3180(5)(e), F.S.

²³ S. 163.3180(f), F.S.

requirements, and allowing a developer to contribute a proportionate share to mitigate transportation impacts for a specific development.²⁴

An applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit satisfies the requirements for transportation concurrency if the applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of transportation improvements required to mitigate the impact of the proposed development and the proffered proportionate share contribution or construction is sufficient to accomplish one or more mobility improvements benefitting a regionally significant transportation facility.²⁵ The plan for transportation concurrency must provide the basis on which landowners will be assessed a proportionate share,²⁶ which must include a compliant formula for calculating the proportionate share.²⁷ The proportionate share may not include additional costs to reduce or eliminate existing transportation deficiencies.²⁸

Local governments electing to repeal transportation concurrency are encouraged to adopt an alternative mobility funding system. Such an alternative system may not be used to restrict or deny certain development approval applications provided the developer agrees to pay for the development's transportation impacts using the funding mechanism implemented by the local government. Local government mobility fee systems must comply with all requirements for adopting and implementing impact fees. An alternative funding system that is not mobility fee based may not impose on new development any responsibility for funding existing transportation deficiencies.²⁹

Impact Fees

One method of funding local government transportation concurrency requirements is through the adoption and imposition of impact fees on new development. Local governments impose impact fees to fund infrastructure³⁰ needed to expand local services to meet the demands of population growth caused by new growth.³¹ Impact fees must meet the following minimum criteria when adopted:

- The fee must be calculated using the most recent and localized data.³²
- The local government adopting the impact fee must account for and report impact fee collections and expenditures. If the fee is imposed for a specific infrastructure need, the local government must account for those revenues and expenditures in a separate accounting fund.³³
- Charges imposed for the collection of impact fees must be limited to the actual costs.³⁴
- All local governments must give notice of a new or increased impact fee at least 90 days before the new or increased fee takes effect, but need not wait 90 days before decreasing, suspending, or eliminating an impact fee. Unless the result reduces total mitigation costs or impact fees on an applicant, new or increased impact fees may not apply to current or pending applications

²⁴ S. 163.3180(5)(h), F.S. See Commerce Transportation Planning, *supra* n. 16.

²⁵ S. 163.3180(5)(h)1.c., F.S.

²⁶ S. 163.3180(5)(h)1.d., F.S.

²⁷ S. 163.3180(5)(h)2.a.-d., F.S.

²⁸ S. 163.3180(5)(h)2., F.S. For purposes of s. 163.3180(5), F.S., "transportation deficiency" means a facility or facilities on which the level of service standard adopted in the comprehensive plan is exceeded by the number of existing, projected, or vested trips together with additional trips originating from any source other than the development project under review, and trips forecast by established traffic standards. S. 163.3180(5)(h)4., F.S. Local governments may resolve existing transportation deficiencies within an identified transportation deficiency area by creating a transportation development authority with specific powers to implement a transportation sufficiency plan funded through a formula of tax increment funding. Adopting a transportation sufficiency plan is deemed as meeting transportation level of service standards, and proportionate fair-share mitigation is limited to ensure developments within the transportation deficiency area are not responsible for additional costs to eliminate deficiencies. S. 163.3182, F.S.

²⁹ S. 163.3180(5)(i), F.S.

³⁰ "Infrastructure" means the fixed capital expenditure or outlay for the construction, reconstruction, or improvement of public facilities with a life expectancy of five or more years, together with specific other costs required to bring the public facility into service but excluding the costs of repairs or maintenance. The term also includes specific equipment. S. 163.3180(3), F.S.

³¹ S. 163.3180(2), F.S. Water and sewer connection fees are not impact fees. S. 163.3180(12), F.S.

³² S. 163.3180(4)(a), F.S.

³³ S. 163.3180(4)(b), F.S.

³⁴ S. 163.3180(4)(c), F.S.

submitted before the effective date of an ordinance or resolution imposing a new or increased impact fee.³⁵

- A local government may not require payment of the impact fee before the date of issuing a building permit for the property that is subject to the fee.³⁶
- The impact fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.³⁷
- The impact fee must be reasonably connected to, or have a rational nexus with, the expenditures of the revenues generated and the benefits accruing to the new residential or commercial construction.³⁸
- The local government must specifically earmark revenues generated by the impact fee to acquire, construct, or improve capital facilities to benefit new users.³⁹
- The local government may not use revenues generated by the impact fee to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or commercial construction.⁴⁰

The types of impact fees charged and the timing of their collection after issuing a building permit are within the discretion of the local government or special district authorities choosing to impose the fees.⁴¹ In general, a building permit must be obtained before the construction, erection, modification, repair, or demolition of any building.⁴² A development permit pertains to any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.⁴³ Local governments providing an exception or waiver of impact fees for the development or construction of affordable housing are not required to use any revenues to offset the impact of such development.⁴⁴

Local governments must credit against impact fee collections any contribution related to public facilities or infrastructure on a dollar-for-dollar basis at fair market value for the general category or class of public facilities or infrastructure for which the contribution was made. If no impact fee is collected for that category of public facility or infrastructure for which the contribution is made, no credit may be applied.⁴⁵ Credits for impact fees may be assigned or transferred at any time once established, from one development or parcel to another within the same impact fee zone or district or within an adjoining impact fee zone or district within the same local government jurisdiction.⁴⁶

Local governments may increase impact fees only under limited circumstances. A fee may be increased no more than once every four years, may not be increased retroactively, the increase may not exceed 50 percent of the current impact fee amount, and any increase must be consistent with a statutorily-compliant plan for the imposition, collection, and use of the fees. An increase not exceeding 25 percent of the current fee amount must be implemented in two equal annual increments, while an increase greater than 25 percent but not exceeding 50 percent of the current amount must be implemented in four equal annual installments. However, a local government may increase a fee more than once in four years or for more than 50 percent of a current impact fee amount if it has:

³⁵ S. 163.31801(4)(d), F.S.

³⁶ S. 163.31801(4)(e), F.S.

³⁷ S. 163.31801(4)(f), F.S.

³⁸ S. 163.31801(4)(g), F.S.

³⁹ S. 163.31801(4)(h), F.S.

⁴⁰ S. 163.31801(4)(i), F.S.

⁴¹ See s. 163.31801(2), F.S.

⁴² S. 553.79, F.S.

⁴³ S. 163.3164(16), F.S.

⁴⁴ S. 163.31801(11), F.S.

⁴⁵ S. 163.31801(5), F.S.

⁴⁶ S. 163.31801(10), F.S. In an action challenging an impact fee or a failure to provide proper credits, the local government has the burden of proof to establish the imposition of the fee or the credit complies with the statute, and the court may not defer to the decision or expertise of the government. S. 163.31801(9), F.S.

- Prepared a demonstrated-need study within 12 months before adopting the increase showing extraordinary circumstances necessitating the need for the increase.
- Conducted at least two publicly noticed workshops on the extraordinary circumstances justifying the increase.
- Approved the increase by at least a two-thirds vote of the governing body.⁴⁷

A local government that increases an impact fee must still provide the holder of any impact fee credit the full benefit of the density and intensity prepaid by the credit balance.⁴⁸

With each annual financial report or audit filed⁴⁹ a local government must report specific information on impact fees imposed, including the specific purpose of the fee, the impact fee schedule describing the method of calculating the fee, the amount assessed for each purpose and for each type of dwelling, the total amount of fees charged by type of dwelling, and each exception or waiver to the imposition of impact fees provided for construction of affordable housing.⁵⁰ Additionally, the chief financial officer or executive officer (if there is no chief financial officer) must submit with the annual financial report an affidavit attesting that all impact fees were collected and expended by the local government, or on its behalf, in full compliance with the spending period provisions in the local ordinance and that funds expended from each impact fee account were used to acquire, construct, or improve those specific infrastructure needs.⁵¹

Mobility Plans and Fees

In the Community Renewal Act⁵² of 2009 (Act), the Legislature found that the concept and application of transportation concurrency was “complex, inequitable, lack(ed) uniformity among jurisdictions, (was) too focused on roadways to the detriment of desired land use patterns and transportation alternatives, and frequently prevent(ed) the attainment of important growth management goals.”⁵³ The Act required completion and submission of a mobility fee methodology study⁵⁴ and stated the Legislature’s intent that a mobility fee “should be designed to provide for mobility needs, ensure that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development.”⁵⁵ In 2013, the concept of a mobility fee-based funding system was added to the comprehensive planning statutes as an encouraged alternative to transportation concurrency.⁵⁶

Alternative mobility funding systems using a mobility fee are encouraged to incorporate one or more of the statutory tools and techniques, including:

- Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, appropriate land use mixes, intensity and density.
- Adoption of an area wide level of service not dependent on any single road segment function.
- Exempting or discounting impacts of locally desired development.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit;

⁴⁷ S. 163.31801(6), F.S.

⁴⁸ S. 163.31801(7), F.S.

⁴⁹ See ss. 218.32 and 218.39, F.S.

⁵⁰ S. 163.31801(13), F.S.

⁵¹ S. 163.31801(8), F.S.

⁵² Ch. 2009-96, s. 1, Laws of Fla.

⁵³ Ch. 2009-96, s. 13(1)(a), Laws of Fla.

⁵⁴ Center for Urban Transportation Research, *Evaluation of the Mobility Fee Concept Final Report*, University of South Florida (Nov. 2009), available at <https://cutr.usf.edu/wp-content/uploads/2012/08/Evaluation-of-the-Mobility-Fee-Concept-CUTR-Webcast-04.21.11.pdf> (last visited Jan. 14, 2024).

⁵⁵ Ch. 2009-96, s. 13(1)(b), Laws of Fla.

⁵⁶ Ch. 2013-78, s. 1, Laws of Fla.

- Establishing multimodal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate a level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.⁵⁷

Some local governments have adopted mobility plans and mobility fees.⁵⁸

Effect of the Bill

The bill revises provisions concerning impact fees and concurrency while providing additional guidance concerning mobility fees. For purposes of the Community Planning Act,⁵⁹ the bill defines:

- “Mobility fee” to mean a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.
- “Mobility plan” to mean an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character.

The bill requires agreements between local governments that implement a transportation concurrency system and applicants for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit concerning the applicants offer to pay for or construct its proportionate share of required improvements to provide that, after the applicant makes its contribution or constructs its proportionate share, the project must be considered to have mitigated its transportation impacts and must be allowed to proceed if the applicant has satisfied all other local government development requirements for the project. The bill provides that local governments may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share contribution and all other local government development requirements for the project.

If a county and municipality both charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the bill requires the county and municipality to create and execute an interlocal agreement to coordinate the mitigation of their respective transportation impacts. The interlocal agreement must:

- Ensure any new development or redevelopment is not charged twice for the same transportation capacity impact.
- Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.
- Require the county or municipality issuing the building permit to collect the fee, unless otherwise agreed to by the parties.
- Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address transportation capacity impacts or assigning responsibility for the mitigation of transportation capacity impacts.

If a county and municipality fail to execute an interlocal agreement by October 1, 2025, the bill provides that:

- The fee charged to a new development or redevelopment must be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's

⁵⁷ S. 163.3180(5)(f), F.S.

⁵⁸ See Hillsborough County Code of County Ordinances, ch. 40, art. III, div. 2, *Mobility Fees*; Pasco County Code of Ordinances, Land Development Code, ch. 1300, s. 1302.2; City of Port St. Lucie Code of Ordinances, Title XV, ch. 159, s. 159.101, *Port St. Lucie Mobility Fee Ordinance*.

⁵⁹ The Community Planning Act is part II of ch. 163, F.S.

traffic impact study or the mobility plan adopted by the county or municipality, subject to a 10 percent reduction in the total owed by the developer.

- The county or municipality issuing the building permit must collect the fee and distribute the proceeds of the fee to the county and municipality within 60 days after the developer's payment.

The bill provides that the interlocal agreement requirement does not apply to a county as defined in s. 125.011(1), F.S., or a county or municipality that has entered into or has otherwise updated an existing interlocal agreement to coordinate the mitigation of transportation impacts for the duration of such agreement.

Impact Fees

The bill provides that local governments adopting and collecting impact fees must base impact fee calculations on a study using the most recent and localized data available within four years of the current impact fee update, unless the impact fee is increased, in which case the new study must be adopted by the local government within 12 months of the initiation. The bill provides that a local government must credit against the collection of the impact fee any contribution identified in the development order or any form of exaction, including monetary contributions.

The bill provides that holders of transportation or road impact fee credits granted under s. 163.3180 or s. 380.06, F.S., along with other provisions, which existed before the adoption of the alternative transportation system, is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date it was first establish.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

None.

2. Expenditures:

None.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

None.

2. Expenditures:

None.

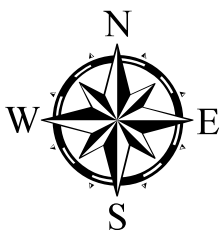
C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

None.

D. FISCAL COMMENTS:

None.

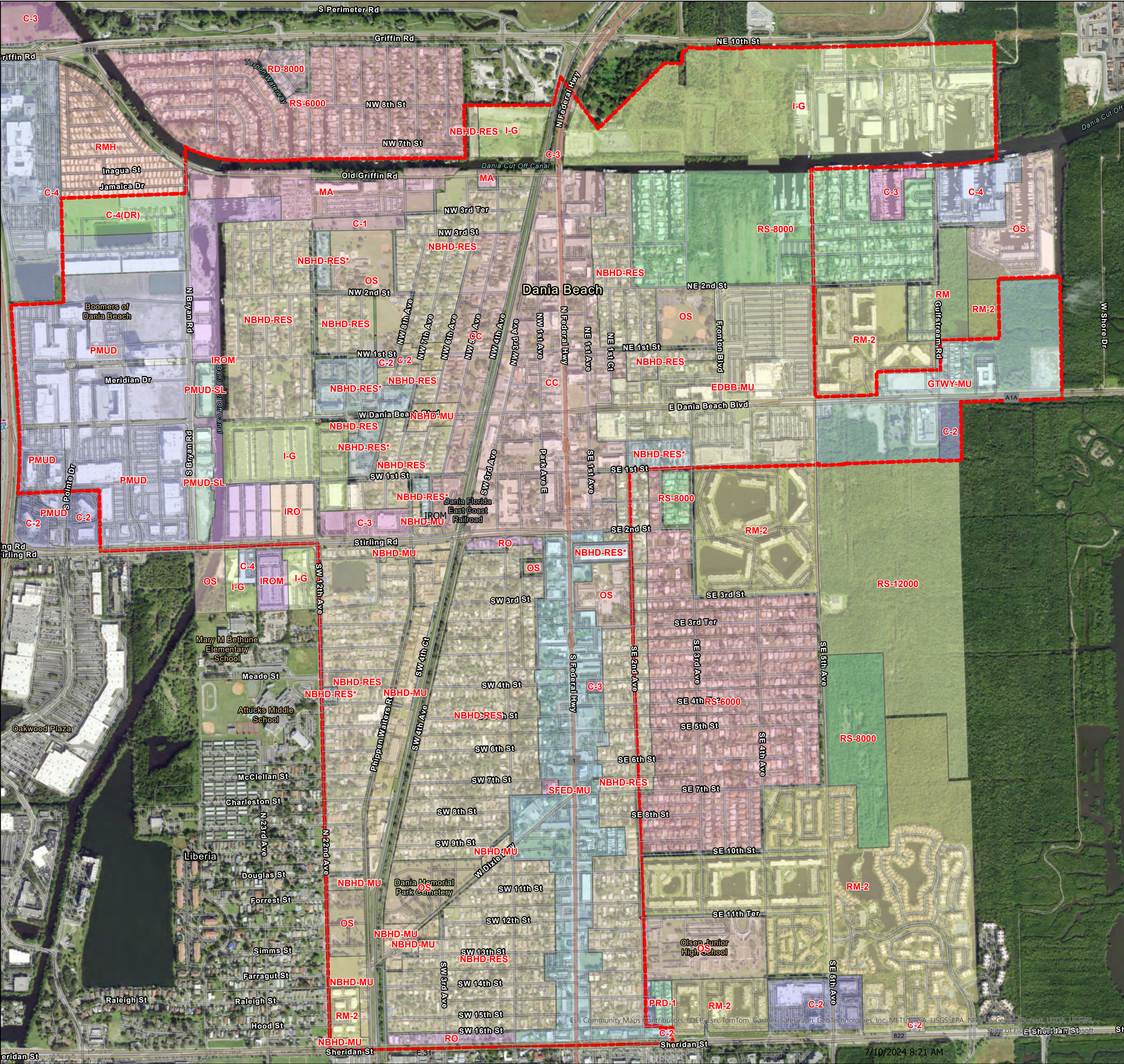
Zoning Map for the RAC



CATEGORY ZONE

CC	CITY CENTER, CC
C-4 (DR)	COMMERCIAL - (DEED RESTR),C-4(DR)
C-2	COMMUNITY BUSINESS - C-2
EDBB-MU	EAST DANIA BCH BLVD MIXED USE,EDBB-MU
C-3	GENERAL BUSINESS,C-3
I-G	INDUSTRIAL,I-G
IRO	INDUSTRIAL-RESEARCH-OFFICE,IRO
IROM	INDUSTRIAL-RSRCH-OFFICE-MARINE,IROM
NBHD-RES*	M-F - Prev RM & 1-2-3 ZONE,NBHD-RES*
MA	MARINE,MA
10DU/AC,RM	MULTI FAMILY 10DU/AC,RM
25DU/AC,RM-2	MULTI FAMILY 25DU/AC,RM-2
NBHD-MU	NEIGHBORHOOD MIXED USE,NBHD-MU
C-1	NGHBRHD OFFICE & BANKING,C-1
OS	OPEN SPACE,OS
PMUD-SL	PLANNED MIXED-USE DEV. - SMALL,PMUD-SL
PMUD	PLANNED MU DEVELOPMENT,PMUD
NBHD-RES	RESIDENTIAL,NBHD-RES
RO	RESIDENTIAL OFFICE,RO
SFED-MU	SOUTH FEDERAL MIXED USE,SFED-MU
GTWY-MU	TRANSIT,GTWY-MU

RAC - Regional Activity Center



Revenue Ledger Summary Listing

From Date: 10/1/2010 - To Date: 1/31/2025

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Budget	Actual
G/L Account Number: 113-00-00-324-31-01 Impact Fees Transportation Residential							Fiscal Year To Date:	\$0.00
				Month Total: September 2015			\$0.00	\$956.70
				Month Total: February 2016			\$0.00	\$1,126.87
				Month Total: June 2016			\$0.00	\$1,870.88
				Month Total: November 2016			\$0.00	\$17,114.30
				Month Total: December 2016			\$0.00	\$659.06
				Month Total: March 2017			\$0.00	\$276.38
				Month Total: April 2017			\$0.00	\$26,001.00
				Month Total: July 2017			\$0.00	\$11,226.56
				Month Total: February 2018			\$0.00	\$999.22
				Month Total: June 2018			\$0.00	\$3,805.54
				Month Total: July 2018			\$0.00	\$1,722.06
				Month Total: October 2018			\$0.00	\$595.28
				Month Total: November 2018			\$0.00	\$2,189.78
				Month Total: January 2020			\$0.00	\$829.14
				Month Total: May 2020			\$0.00	\$206.86
				Month Total: November 2020			\$0.00	\$2,636.24
				Month Total: April 2021			\$0.00	\$8,971.72
				Month Total: May 2021			\$0.00	\$2,507.50
				Month Total: July 2021			\$0.00	\$552.76
				Month Total: October 2021			\$0.00	\$1,466.94
				Month Total: December 2021			\$0.00	\$11,693.00
				Month Total: February 2022			\$0.00	\$21.26
				Month Total: March 2022			\$0.00	\$42.52
				Month Total: May 2022			\$0.00	\$21.26
				Month Total: June 2022			\$0.00	\$765.36
				Month Total: July 2022			\$0.00	\$807.88
				Month Total: February 2023			\$0.00	\$829.14
				Month Total: September 2023			\$0.00	\$361.42
				Month Total: November 2023			\$0.00	\$1,594.50

Revenue Ledger Summary Listing

From Date: 10/1/2010 - To Date: 1/31/2025

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Budget	Actual	
G/L Account Number: 113-00-00-324-31-01 Impact Fees Transportation Residential							Fiscal Year To Date:	\$0.00	\$0.00
				Month Total: December 2023			\$0.00	\$318.90	
				Month Total: August 2024			\$0.00	\$5,378.78	
				Account Total: Impact Fees Transportation Residential			\$0.00	\$107,548.81	
				Division Total: Non-Dep.			\$0.00	\$107,548.81	
				Department Total: Revenues			\$0.00	\$107,548.81	
				Fund Total: RAC Traffic Mitigation Fund			\$0.00	\$107,548.81	
				Grand Total:			\$0.00	\$107,548.81	

ORDINANCE NO. 2014-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND THE LAND DEVELOPMENT CODE BY AMENDING ARTICLE 810 "IMPACT FEES" TO PROVIDE FOR ADOPTION OF A MITIGATION FEE PROGRAM ASSOCIATED WITH THE MITIGATION OF TRAFFIC IMPACTS ASSOCIATED WITH THE MODIFICATION OF PERMITTED USES WITHIN THE AREA DESIGNATED AS THE DANIA BEACH REGIONAL ACTIVITY CENTER ("RAC") BY THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN, AS OUTLINED IN THE BROWARD COUNTY LONG RANGE TRANSPORTATION PLAN ("LRTP"); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2009, the City Commission of the City of Dania Beach amended its Comprehensive Plan to adopt a Regional Activity Center ("RAC") for the area that is designated as the City's Community Redevelopment Agency redevelopment area, which the geographic area is depicted in the attached "Exhibit A"; and

WHEREAS, on September 28, 2010, the City amended the RAC Plan to include the addition of thirty (30) acres of Commercial Land Use and twenty (20) acres of Employment Center Land Use via Ordinance No. 2010-007; and

WHEREAS, as part of the Broward County Planning Council staff review of the amendment, adverse traffic impacts were identified on the Regional Transportation System that are estimated to increase the number of P.M. Peak Hour Vehicle Trips at the long term planning horizon (2020) of approximately 687 trips; and

WHEREAS, as a condition of the approval of the amendment, the Broward County Planning Council required the City to develop a traffic mitigation system for development within the RAC; and

WHEREAS, in satisfaction of this traffic mitigation condition, the City Commission of the City of Dania Beach adopted Resolution Number 2010-114, which committed to the development of a transportation mitigation impact fee of up to \$1.8 Million Dollars for future development within the RAC; and

WHEREAS, the purpose of this Ordinance is to amend Article 810 "Impact Fees" of the Land Development Code of the Code of Ordinances, to establish the fair share contribution

payment schedule, which will be implemented for new development within the RAC, after the effective date of this Ordinance; and

WHEREAS, the proposed fee schedule is based upon the available remaining development rights within the RAC, and will be assignable to and used toward traffic impacts of proposed development within the RAC, based upon the P.M. peak hour trips that those developments generate; and

WHEREAS, for the purposes of this program, the P.M. peak hour trips are based upon the Institute of Transportation Engineer's ("ITE") trip generation rates current at the date of the building permit application, and will be utilized to determine the fair share contribution payment at the time of building permit application for each individual project; and

WHEREAS, the table that outlines the remaining development available within the RAC and the anticipated trip generation based upon the ITE trip generation rates that the development would create is attached as "Exhibit B"; and

WHEREAS, the payment schedule that has been developed for the procedure provides for a fee of \$22.00 per P.M. peak hour trip as the fair share *contribution* payment for traffic mitigation for projects within the RAC; and

WHEREAS, funds received by the City through the RAC Transportation Mitigation Impact Fee will be placed into a new RAC Traffic Mitigation Special Revenue Fund to be created by the City; and

WHEREAS, the funds collected by the City at the time of building permits through this program shall be utilized for transit infrastructure improvements, programmed roadway improvements and pedestrian/greenway improvements, or all of the foregoing and will be consistent with the Broward County 2035 Long Range Transportation Plan and within the RAC boundaries; and

WHEREAS, the Planning and Zoning Board, sitting as the City's local planning agency, has reviewed this Ordinance; and

WHEREAS, a public notice was provided in accordance with Section 163.31801, F.S.; and

WHEREAS, a public hearing was held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City's Comprehensive Plan;

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 Article 810 "Impact Fees" of the City of Dania Beach Land Development Code is amended to read as follows:

Section 810-70. Regional Activity Center Transportation Mitigation Impact Fee.

(A) Impacts to the regional transportation system within the Regional Activity Center (RAC) designation of the City's Comprehensive Plan shall be mitigated through the RAC Transportation Mitigation Impact Fee, based upon a fair share contribution payment schedule, for the mitigation of transportation impacts associated with development within the RAC.

(B) The amount of a required RAC Transportation Mitigation Impact Fee payment shall be determined by the number of trips to be generated by a proposed development at the time of building permit application. The amount of the fee shall be calculated based on the RAC Transportation Mitigation Impact Fee schedule which shall be adopted by resolution of the city commission

(C) All fees collected in accordance with this section shall be placed in the RAC Traffic Mitigation Special Revenue Fund. The RAC Traffic Mitigation Special Revenue Fund shall be a separate accounting fund in which all revenues from the RAC Transportation Mitigation Impact Fee shall be deposited, and such amounts expended only for infrastructure improvements, programmed roadway improvements, or pedestrian greenway improvements, consistent with the Broward County 2035 Long Range Transportation Plan and within the RAC area boundaries. The funds collected pursuant to this subsection shall be used exclusively for the purpose of undertaking these improvements or for financing directly, or as a pledge against bonds, revenue certificates and other obligations of indebtedness for the costs of such improvements. RAC Transportation Mitigation Impact Fees shall be appropriated or expended by the end of

the calendar quarter immediately following six years after the date of payment of the fee or such fees shall be subject to refund pursuant to subsection (F).

(D) Petitions for a fee determination or refund of fees shall be submitted using the petition process, requirements and time limits provided in this Section.

(1) All petitions shall be submitted to the community development director for processing and preparation of a report and recommendations by the appropriate staff on the petition. The final determination on the petition shall be issued by the community development director. The staff report and recommendations shall be forwarded to the community development director no later than 60 days after filing of a complete petition. The community development director shall, no later than 90 days after filing of the complete petition, issue a written determination on the petition, with the reasoning for the determination, and, if needed, direct the appropriate city staff to take the actions necessary to implement the determination.

(2) The community development director is authorized to determine whether a petition is complete and whether additional data or supporting statements by an appropriate professional are needed for evaluation of the petition. If the community development director, or authorized representative, determines that the petition is not complete, a written statement identifying insufficiencies of the petition shall be provided to the petitioner within 30 days of initial filing of the petition. The date of such written determination of insufficiency shall toll the time limits established in this section until submittal of a complete petition.

(3) Upon written agreement by the community development director and the petitioner, the time limits in this section may be waived for any reason, including, but not limited to, the submittal of additional data and supporting statements by the petitioner.

(4) The community development director's determination on a petition shall be based on the fee calculation methodology in the technical report and the most appropriate land use category based on the evidence submitted by the applicant or the evidence provided in the staff report.

Any reduction in the number of trips from those presented in the technical report used in calculating the fees due shall be based only on a permanent reduction in peak P.M. hour vehicle trips generated by the development.

(5) Except as otherwise provided in this subsection, the filing of a petition shall stay action by the city on the application for building permit and any other city action related to the development. No building permit or other city action shall be issued for development for which a petition has been filed unless the fees due, as determined by the city, have been paid in full or a sufficient bond or letter of credit satisfactory to the city attorney has been filed with the city.

(E) Prior to or in conjunction with the submission of an application for a building permit, or within 30 days of the date of a payment of a RAC Transportation Mitigation Impact Fee, an applicant may petition the community development director for a determination that:

1) the amount of the RAC Transportation Mitigation Impact Fee imposed on the new development is inappropriate based on the specific land use category applied to the development or based on the amount of development (dwelling units, gross square footage or both) used to calculate the fee, as identified in the technical report, to be generated by the applicant's new development as documented by studies and data supported by qualified experts; or

(2) the fees are otherwise unlawfully imposed.

The petition shall specify in detail the basis on which the applicant asserts that the amount of the RAC Transportation Mitigation Impact Fee is inappropriate or unlawful. The petition shall be on a form provided by the city and shall, at a minimum, include: identification of the disputed factor(s), a detailed statement asserting the basis for the dispute, the data relied upon by the petitioner, a detailed statement by a qualified professional engineer, planner or other appropriate professional, and, if filed after payment of impact fees, a dated receipt for payment of the RAC Transportation Mitigation Impact Fee. The petitioner shall be responsible

for all costs incurred by the city in reviewing and evaluating the petition, including but not limited to, staff time and costs of outside consultants used at the discretion of the city. Failure to timely file a petition for impact fee determination shall waive any right to challenge, review or recalculate the fee payment.

(F) The current owner of property on which a RAC Transportation Mitigation Impact Fee has been paid may apply for a refund of such fee if: (i) the city has failed to appropriate or spend the collected fees by the end of the calendar quarter immediately following six years after the date of payment of the impact fee; (ii) the building permit for which the impact fee has been paid has lapsed for noncommencement of construction; or (iii) the project for which a building permit has been issued has been altered resulting in a decrease in the amount of the fee due.

(1) Only the current owner of property may petition for a refund. A petition for refund must be filed within 90 days of any of the above-specified events giving rise to the right to claim a refund. Failure to timely file a petition for refund shall waive any right to an impact fee refund.

(2) The petition for refund shall be submitted to the community development director on a form provided by the city for such purpose. The petition shall contain a notarized affidavit that petitioner is the current owner of the property; a certified copy of latest tax records showing the owner of the subject property; a copy of a dated receipt for payment of the impact fee on the subject property issued by the city's building department; and a statement of the basis upon which the refund is sought. In the case of any uncertainty regarding the petitioner's right to the refund, the petitioner shall be responsible for providing adequate documentation supporting petitioner's legal rights and agreeing to indemnify and defend the city against any other claims to the refund.

(3) Any money refunded pursuant to this subsection shall be returned with interest at the rate of three (3) percent per annum.

Section 3. All ordinances of the City of Dania Beach in conflict with any provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That this Ordinance shall take effect on _____, 2014.

PASSED on first reading on _____, 2014.

PASSED AND ADOPTED on second reading on _____, 2014.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

WALTER B. DUKE, III
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: May 27, 2014

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director 

FROM: Corinne Lajoie, AICP, Principal Planner, LEED GA

SUBJECT: **CD-42-14:** Transportation mitigation fee for new development in the Regional Activity Center (RAC). (FIRST READING).

REQUEST

To establish a transportation mitigation fee as required by Broward County for new development in the Regional Activity Center.

BACKGROUND

On July 27, 2010, the City of Dania Beach adopted Resolution No. 2010-1144 which committed the City to develop a transportation mitigation impact fee of up to \$1.8 million. This fee was requested by Broward County when the city approved the 2010 Comprehensive Plan amendment to the City of Dania Beach for the Regional Activity Center (RAC).

The RAC was originally adopted in 2009 by a separate Comprehensive Plan amendment which created a pool of uses to be utilized within the +/- 1,350 acre area. Subsequent to the adoption of the RAC, the 2010 amendment was proposed by the City. During review of that proposed amendment, it was determined by Broward County staff that there were additional impacts on the transportation system that required additional mitigation.

A condition of the approval of the County's Comprehensive Plan amendment was that the City shall develop a transportation mitigation system. The purpose of this system is to establish fair share contribution payment schedule which will be implemented for new development within the RAC going forward. The proposed schedule is based upon the available remaining development rights within the RAC as adopted by the Comprehensive Plan amendment and will be assignable to proposed development within the RAC based upon the p.m. peak hour trips that those development generate. For the purposes of this program, the p.m. peak hour trips are based upon the Institute of Transportation Engineer's (ITE) generation rates current at the date of the building permit application as determined to be the fair share contribution payment for the individual project.

The maximum total impact amount of \$1.8 million is required to mitigate a maximum of 84,649 P.M. peak trips within the RAC. The payment schedule that has been developed for this procedure provides for twenty-one dollars and twenty-six cents (\$21.26) per p.m. peak hour trip as the fair share contribution payment for projects. Attached is a table which outlines the remaining development available within the RAC and the anticipated trip generation based upon the ITE trip generation rates that development would create.

The funds collected by the City at the time of building permit through this program will be utilized for transit infrastructure improvements, costs of City mass transit expenditures, programmed roadway improvements, and/or pedestrian/greenway improvements consistent with the Broward County 2035 Long Range Transportation plan and within the City's RAC boundaries.

This request will be heard by the City Commission at two (2) public hearings and will become effective 90 days after advertisement, per state statutes.

PLANNING AND ZONING BOARD RECOMMENDATION

On April 16, 2014 the Planning and Zoning Board, sitting as the Local Planning Agency, heard this item and recommended approval.

STAFF RECOMMENDATION

Recommend approval of the proposed transportation mitigation fee for the RAC.

DANIA RAC "Remaining"

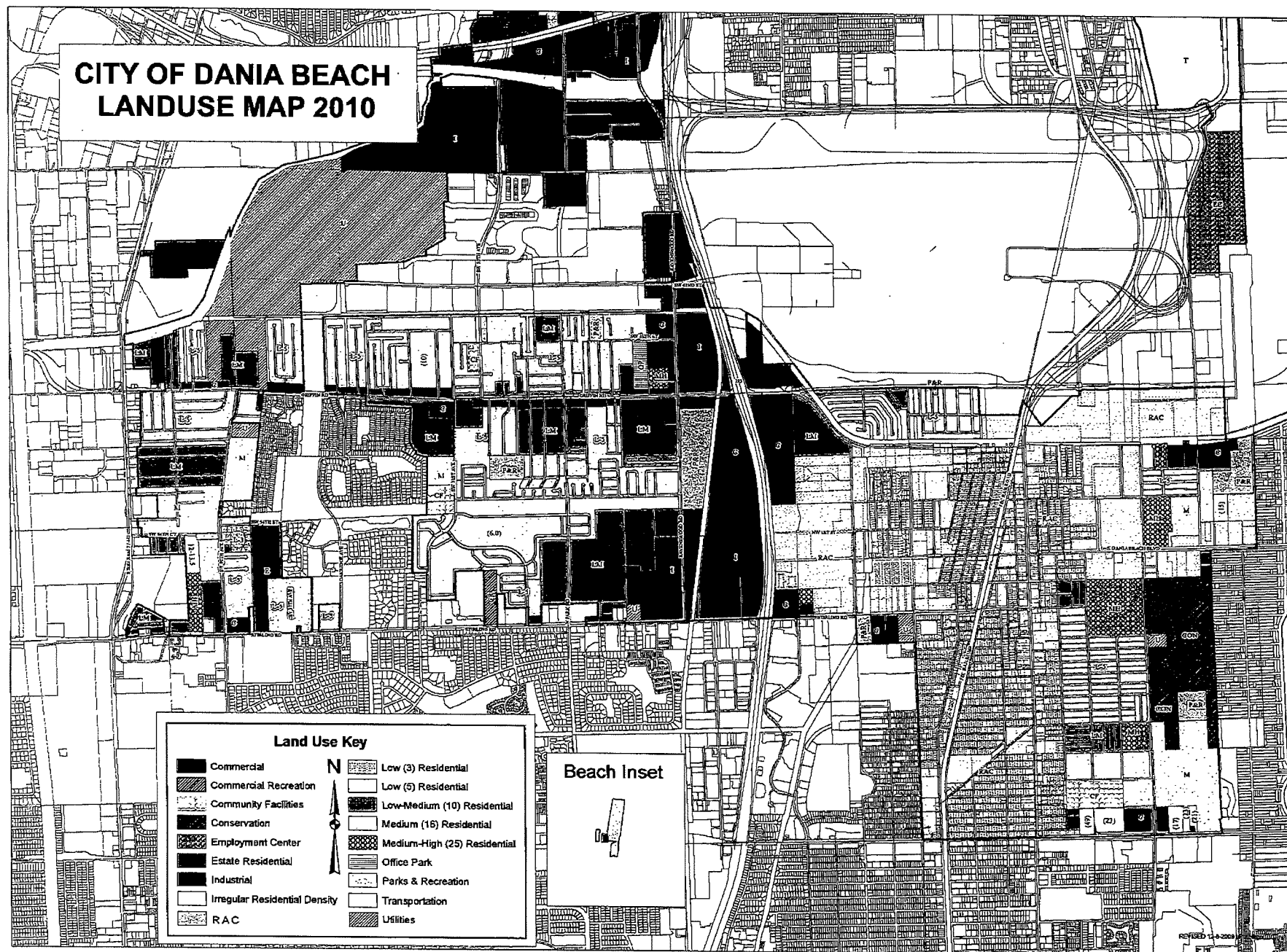
	LAND USE	ITE CODE	DU	ACRES	factor	SF	KSF	DAILY	PM PEAK
	Commercial	820		28.08	.52 FAR	636,046	636	27,157	2,360
	Commercial	820		67.48	7 FAR	20,576,001	20,576	878,595	76,337
	Commercial	820		6,356 sf	10k bcpc	1,459	2	443	36
	Community Facil.	733		4.5	10k bcpc	45,000	45	1,256	128
	Conservation	n/a		n/a			0	0	0
	Parks & Rec.	411		0			0	0	0
(special Retail)	Empl. Center	826		20	.29 FAR	252,648	253	11,213	686
(special Retail)	Empl. Center	826		45.63	10k bcpc	456,300	456	20,210	1,236
(Light?)	Industrial	110		54.7	10k bcpc	547,000	547	3,813	531
	Utilities	170		2.5	10k bcpc	25,000	25	0	19
	Transportation	n/a		n/a			0	0	0
	Single-Fami	210	1,176					11,196	1,176
	Duplex	230	-622					0	0
	Townhome	230	2,047					11,893	1,064
	Garden Apt	220	808					5,373	501
	High Rise	232	885					3,699	336
	Hotel	310	398					3,252	239
								978,100	84,649

Notes

Special Retail Highest Generator under typical EC uses (office/Lt Ind/Office)

Conservation and Transportation generate 0 per bcpc backup

Calculations based upon "spreadsheet" (lrk) so there may differences v. bcpc but not likely significant.



ORDINANCE NO. 2010-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE DANIA BEACH COMPREHENSIVE PLAN TO AMEND THE REGIONAL ACTIVITY CENTER ("RAC") LAND USE CLASSIFICATION AS DESCRIBED IN EXHIBIT "A" ATTACHED TO THIS ORDINANCE, BY INCREASING ACREAGE FOR COMMERCIAL AND EMPLOYMENT CENTER USES; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE AGENCIES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; REQUESTING RECERTIFICATION FROM THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach ("City") desires to amend its Comprehensive Plan's Future Land Use Element by amending the land use classification "Regional Activity Center" ("RAC"); and

WHEREAS, the City's Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on March 17, 2010, and determined that the proposed amendment to the Future Land Use Element (the "Amendment") is consistent with the goals and objectives of the City's Comprehensive Plan and, therefore, recommended approval of the Amendment; and

WHEREAS, the City Commission held a duly noticed public hearing on April 27, 2010, regarding the Amendment and determined that the Amendment is in the best interests of the City's public health, safety and welfare and should be adopted for transmittal to the Florida Department of Community Affairs for its review pursuant to Chapter 163, Florida Statutes; and

WHEREAS, on _____, 2010, the City Commission held its second public hearing on the adoption of the Amendment, for final adoption in accordance with the requirements of Chapter 163, Florida Statutes;

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

Section 1. That the Future Land Use Element of the City's Comprehensive Plan is amended according to Exhibit "A", a copy of which is attached and made a part of this Ordinance, amending the land use classification of "Regional Activity Center" ("RAC") and supporting objectives and policies.

Section 2. That the City Commission authorizes the City Manager to transmit the Amendment to the Florida Department of Community Affairs and other state agencies pursuant to the requirements of Chapter 163.3184, Florida Statutes.

Section 3. That the City Commission authorizes the City Manager to transmit an application to the Broward County Planning Council to request amendment of the Broward County Land Use Plan text, amending the RAC in Dania Beach, and to request recertification of the City's Future Land Use Element.

Section 4. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

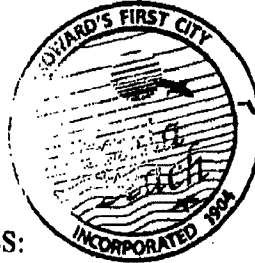
Section 6. That the effective date of this Amendment shall be after the second reading and adoption of the amendment by the City Commission and, subsequently, the date a final order is issued by the Florida Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163, Florida Statutes; or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Chapter 163, Florida Statutes.

PASSED AND ADOPTED on first reading on April 27, 2010.

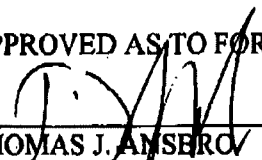
PASSED AND ADOPTED on second and final reading on _____, 2010.


C. K. McELYEA
MAYOR-COMMISSIONER

ATTEST: 
LOUISE STILSON, CMC
CITY CLERK



APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSERO
CITY ATTORNEY

RESOLUTION NO. 2010-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA APPROVING MITIGATION OF TRAFFIC IMPACTS ASSOCIATED WITH THE MODIFICATION OF PERMITTED USES WITHIN THE DANIA BEACH REGIONAL ACTIVITY CENTER ("RAC") AS OUTLINED IN BROWARD COUNTY'S LONG RANGE TRANSPORTATION PLAN ("LRTP"); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2009, the City Commission of the City of Dania Beach amended its comprehensive plan to adopt a Regional Activity Center ("RAC") for the area that is designated as the City's Community Redevelopment Agency redevelopment area; and

WHEREAS, the City of Dania Beach is currently proposing to amend the "RAC" to include the addition of 30 acres of Commercial Land Use and 20 acres of Employment Center Land Use; and

WHEREAS, as part of the Broward County Planning Council staff review of this application, adverse traffic impacts have been identified on the Regional Transportation System that are estimated to increase the number of P.M. Peak Hour Vehicle Trips at the long term planning horizon (2020); and

WHEREAS, the fee for mitigating the transportation impacts in the "RAC" as a result of this amendment is not expected to exceed \$1,800,000.00; and

WHEREAS, the City Commission of the City of Dania Beach desires to mitigate the traffic impacts for this land use plan amendment by making a financial contribution towards improvements in the area outlined in Broward County's Long Range Transportation Plan ("LRTP");

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

Section 1. The foregoing "Whereas" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution upon its adoption.

Section 2. The City Commission of the City of Dania Beach will ensure that impacts to the regional transportation system are mitigated through development and implementation of a Fair Share Contribution Payment Schedule, which will be included as part of a recorded

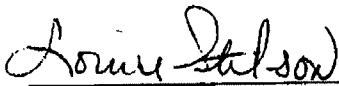
voluntary commitment made by the City of Dania Beach as part of the Land Use Plan Amendment's traffic mitigation.

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

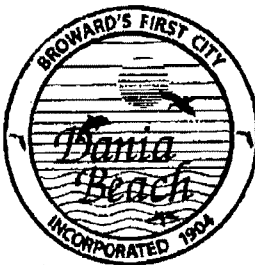
Section 4. This Resolution shall be in full force and take effect immediately upon its passage and adoption by the City Commission of the City of Dania Beach, Florida.

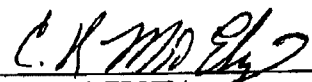
PASSED AND ADOPTED on July 27, 2010.

ATTEST:



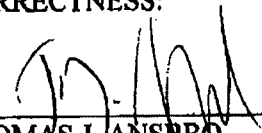
LOUISE STILSON, CMC
CITY CLERK





C. K. McELYEA
MAYOR-COMMISSIONER

APPROVED AS TO FORM
CORRECTNESS:



THOMAS J. ANSBRO
CITY ATTORNEY

NOTICE OF PUBLIC HEARINGS
CITY OF DANIA BEACH, FLORIDA

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

DATE: Wednesday, May 27, 2014
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach Administrative Center
100 West Dania Beach Blvd.
Dania Beach, FL 33004

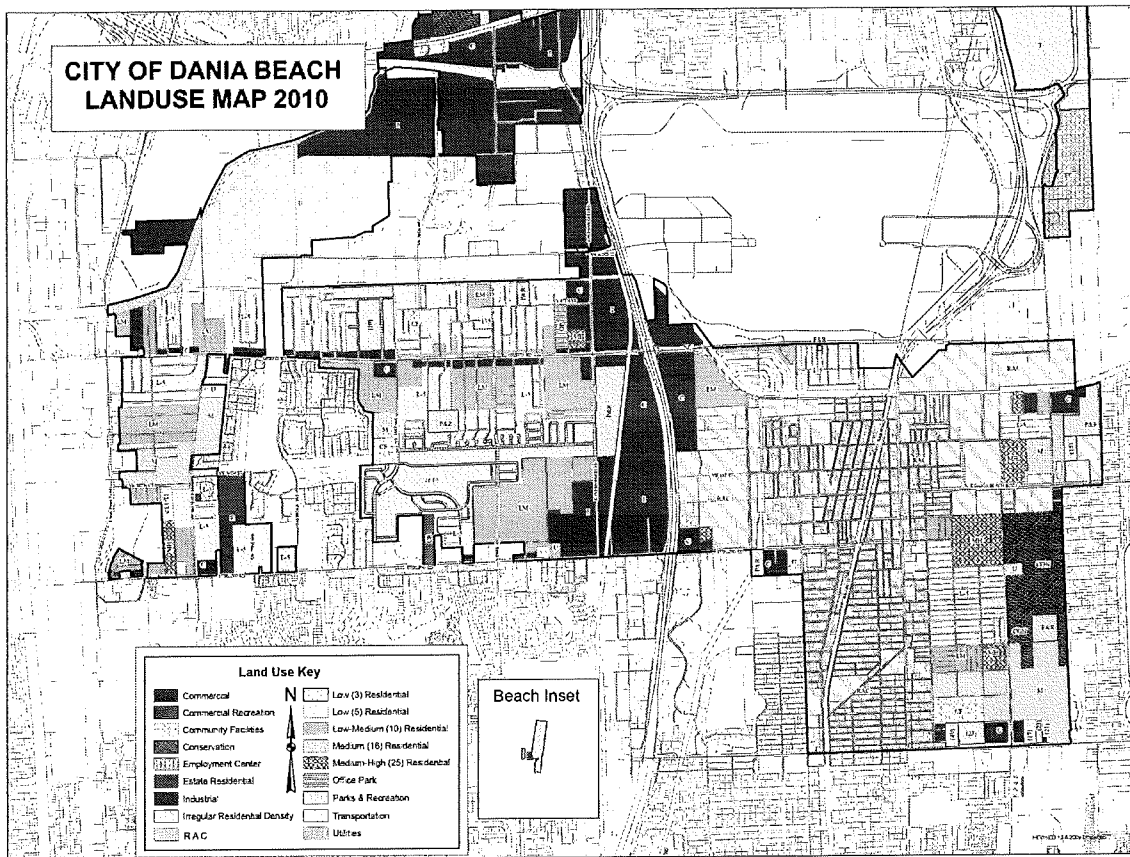
SUBJECT: CD-42-14: Community Development Department is requesting the establishment of transportation mitigation fee for new development in the Regional Activity Center. (First Reading)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND THE LAND DEVELOPMENT CODE BY AMENDING ARTICLE 810 "IMPACT FEES" TO PROVIDE FOR ADOPTION OF A MITIGATION FEE PROGRAM ASSOCIATED WITH THE MITIGATION OF TRAFFIC IMPACTS ASSOCIATED WITH THE MODIFICATION OF PERMITTED USES WITHIN THE AREA DESIGNATED AS THE DANIA BEACH REGIONAL ACTIVITY CENTER ("RAC") BY THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN, AS OUTLINED IN THE BROWARD COUNTY LONG RANGE TRANSPORTATION PLAN ("LRTP"); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 x3643.

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 Blvd, Dania Beach, FL 33004, (954) 924-6800 x3623, at least 48 hours prior to the meeting.

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



**Leigh Robinson Kerr
& Associates, Inc.**

• Planning • Zoning • Land Use • Expert Testimony •
808 East Las Olas Boulevard, Suite 104, Fort Lauderdale, FL 33301
Phone: (954) 467-6308 Fax: (954) 467-6309
Lkerr808@bellsouth.net
Established 1985

**Regional Activity Center (RAC)
Comprehensive Plan Amendment
Traffic Mitigation**

On July 27, 2010, the City of Dania Beach adopted Resolution No. 2010-114 (attached) which committed to develop a transportation mitigation impact fee of up to \$1.8 million because of the transportation impacts incurred with the addition of the 30 acres of Commercial land use and 20 acres of Employment Center land use. This was processed as part of a 2010 Comprehensive Plan amendment to the City of Dania Beach for the Regional Activity Center (RAC).

The RAC was originally adopted in 2009 by a separate Comprehensive Plan amendment which created a pool of uses to be utilized within the +/-1,350 acre area. Subsequent to the adoption of the RAC, the 2010 amendment was proposed by the City. During review of that proposed amendment, it was determined by Broward County Staff that there was a negative impact on the transportation system that required mitigation.

A condition of the approval of the County's Comprehensive Plan amendment was that the City develop a traffic mitigation system. The purpose of this proposal is to establish the fair share contribution payment schedule which will be implemented for new development within the RAC going forward. The proposed schedule is based upon the available remaining development rights within the RAC as adopted by the Comprehensive Plan amendment and will be assignable to proposed developments within the RAC based upon the p.m. peak hour trips that those developments generate. For the purposes of this program, the p.m. peak hour trips are based upon the Institute of Transportation Engineer's (ITE) generation rates current at the date of the building permit application will be utilized to determine the fair share contribution payment for the individual project.

The payment schedule that has been developed for this procedure provides for \$22.00 per p.m. peak hour trip as the fair share contribution payment for projects.

Attached is a table which outlines the remaining development available within the RAC and the anticipated trip generation based upon the ITE trip generation rates that development would create.

The funds collected by the City at building permit through this program will be utilized for transit infrastructure improvements, programmed roadway improvements, and/or pedestrian/greenway improvements consistent with the Broward County 2035 Long Range Transportation Plan and within the RAC boundaries.

RESOLUTION NO. 2010-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA APPROVING MITIGATION OF TRAFFIC IMPACTS ASSOCIATED WITH THE MODIFICATION OF PERMITTED USES WITHIN THE DANIA BEACH REGIONAL ACTIVITY CENTER ("RAC") AS OUTLINED IN BROWARD COUNTY'S LONG RANGE TRANSPORTATION PLAN ("LRTP"); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2009, the City Commission of the City of Dania Beach amended its comprehensive plan to adopt a Regional Activity Center ("RAC") for the area that is designated as the City's Community Redevelopment Agency redevelopment area; and

WHEREAS, the City of Dania Beach is currently proposing to amend the "RAC" to include the addition of 30 acres of Commercial Land Use and 20 acres of Employment Center Land Use; and

WHEREAS, as part of the Broward County Planning Council staff review of this application, adverse traffic impacts have been identified on the Regional Transportation System that are estimated to increase the number of P.M. Peak Hour Vehicle Trips at the long term planning horizon (2020); and

WHEREAS, the fee for mitigating the transportation impacts in the "RAC" as a result of this amendment is not expected to exceed \$1,800,000.00; and

WHEREAS, the City Commission of the City of Dania Beach desires to mitigate the traffic impacts for this land use plan amendment by making a financial contribution towards improvements in the area outlined in Broward County's Long Range Transportation Plan ("LRTP");

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

Section 1. The foregoing "Whereas" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution upon its adoption.

Section 2. The City Commission of the City of Dania Beach will ensure that impacts to the regional transportation system are mitigated through development and implementation of a Fair Share Contribution Payment Schedule, which will be included as part of a recorded

CERTIFICATION

I certify this to be a true and correct copy
of RESOLUTION # 2010-114
WITNESS my hand and official seal of the
City of Dania Beach, Broward County, Florida
this 29 day of JULY, 2010
(Paul J. Hix) City Clerk

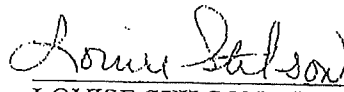
voluntary commitment made by the City of Dania Beach as part of the Land Use Plan Amendment's traffic mitigation.

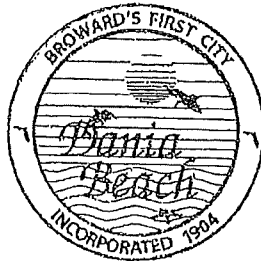
Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

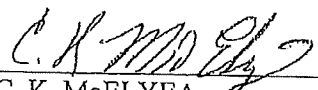
Section 4. This Resolution shall be in full force and take effect immediately upon its passage and adoption by the City Commission of the City of Dania Beach, Florida.

PASSED AND ADOPTED on July 27, 2010.

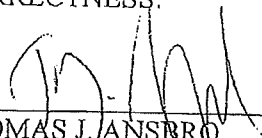
ATTEST:


LOUISE STILSON, CMC
CITY CLERK




C. K. McELYEA
MAYOR-COMMISSIONER

APPROVED AS TO FORM
CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

DANIA RAC "Remaining"

	LAND USE	ITE CODE	DU	ACRES	factor	SF	KSF	DAILY	PM PEAK
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Notes

Special Retail Highest Generator under typical EC uses (office/Lt Ind/Office)

Conservation and Transportation generate 0 per bcpc backup

Calculations based upon "spreadsheet" (lrk) so there may differences v. bcpc but not likely significant.

DANIA BEACH RAC SCENARIOS					
Use	SF/DU	PM Peak Hr Trips	I (2010)	II (1)	III (7)
Commercial	10,000 SF	128	\$15,648.00	\$11,904.00	\$2,688.00
Office	10,000 SF	90	\$53,190.00	\$8,370.00	\$1,890.00
Mid-Rise	200 DU	78	\$42,098.00	\$7,254.00	\$1,638.00
		124	\$73,284.00	\$11,532.00	\$2,604.00

MILE MARKER 55 REPLAT					
Use	SF/DU	PM Peak Hr Trips	I (2010)	II (1)	III (7)
High-Rise	352 DU	130	\$76,830.00	\$12,090.00	\$2,730.00
Commercial	14,100 SF	153	\$90,423.00	\$14,229.00	\$3,213.00

I. 2010 LUPA (Comm + EC Addition)

	Acres	PH
Comm	28.18	2,360
E Center	20	686
		3,046

1.8 M/3,046 PH = \$594/PH Trip

Remaining RAC Development

II.	FAR 7	84,649 PH	= \$21.26/PH Trip
III.	FAR 1	19,216 PH	= \$93.67/PH Trip

Continue to collect.

Payor to pay or Impact fee

Lease sites are not figured into the analysis but lease land & property can be counted to meet the Corp Plan LOS

Review
Sundowner Reef

What does Corp plan
city have

DANIA RAC "Remaining"

	LAND USE	ITE CODE	DU	ACRES	factor	SF	KSF	DAILY	PM PEAK
	Commercial	820		28.08	.52 FAR	636,046	636	27,157	2,360
	Commercial	820		67.48	7 FAR	20,576,001	20,576	878,595	76,337
	Commercial	820		6,356 sf	10k bcpc	1,459	2	443	36
	Community Facil.	733		4.5	10k bcpc	45,000	45	1,256	128
	Conservation	n/a		n/a			0	0	0
	Parks & Rec.	411		0			0	0	0
(special Retail)	Empl. Center	826		20	.29 FAR	252,648	253	11,213	686
(special Retail)	Empl. Center	826		45.63	10k bcpc	456,300	456	20,210	1,236
(Light?)	Industrial	110		54.7	10k bcpc	547,000	547	3,813	531
	Utilities	170		2.5	10k bcpc	25,000	25	0	19
	Transportation	n/a		n/a			0	0	0
	Single-Fami	210	1,176					11,196	1,176
	Duplex	230	-622					0	0
	Townhome	230	2,047					11,893	1,064
	Garden Apt	220	808					5,373	501
	High Rise	232	885					3,699	336
	Hotel	310	398					3,252	239
								978,100	84,649

Notes

Special Retail Highest Generator under typical EC uses (office/Lt Ind/Office)

Conservation and Transportation generate 0 per bcpc backup

Calculations based upon "spreadsheet" (lrk) so there may differences v. bcpc but not likely significant.

DANIA RAC "Remaining"

	LAND USE	ITE CODE	DU	ACRES	factor	SF	KSF	DAILY	PM PEAK
	Commercial	820		28.08	.52 FAR	636,046	636	27,157	2,360
	Commercial	820		67.48	1 far	2,939,429	2,939	125,495	10,904
	Commercial	820		6,356 sf	10k bcpc	1,459	2	443	36
	Community Facil.	733		4.5	10k bcpc	45,000	45	1,256	128
	Conservation	n/a		n/a			0	0	0
	Parks & Rec.	411		0			0	0	0
(special Retail)	Empl. Center	826		20	.29 FAR	252,648	253	11,213	686
(special Retail)	Empl. Center	826		45.63	10k bcpc	456,300	456	20,210	1,236
(Light?)	Industrial	110		54.7	10k bcpc	547,000	547	3,813	531
	Utilities	170		2.5	10k bcpc	25,000	25	0	19
	Transportation	n/a		n/a			0	0	0
	Single-Fami	210	1,176					11,196	1,176
	Duplex	230	-622					0	0
	Townhome	230	2,047					11,893	1,064
	Garden Apt	220	808					5,373	501
	High Rise	232	885					3,699	336
	Hotel	310	398					3,252	239
								225,000	19,216

Notes

Special Retail Highest Generator under typical EC uses (office/Lt Ind/Office)

Conservation and Transportation generate 0 per bcpc backup

Calculations based upon "spreadsheet" (lrk) so there may differences v. bcpc but not likely significant.

CITY OF DANIA BEACH

REGIONAL ACTIVITY CENTER - APRIL 2012

LANDUSE	APPROVED (3)	BUILT (5)	REMAINING (4)
COMMERCIAL	30 acres (.52 FAR)	0 acres	28.08 acres ⁽⁸⁾⁽⁹⁾
COMMERCIAL (7)	264 acres (7 FAR)	196.52 acres	67.48 acres ⁽¹⁰⁾
COMMERCIAL(1)	500,000 sq ft	493,644 sq ft	6,356 sq ft ⁽⁶⁾
COMMUNITY FACILITY (2)	36.2 acres	31.7 acres	4.5 acres ⁽⁶⁾
CONSERVATION	2.6 acres (min.)	2.6 acres	N/A acres
PARKS & RECREATION	40.5 acres (min.)	40.5 acres	0 acres
EMPLOYMENT CENTER	20 acres (.29 FAR)	0 acres	20 acres
EMPLOYMENT CENTER	54.5 acres	8.87 acres	45.63 acres ⁽⁶⁾
INDUSTRIAL	247.5 acres	192.8 acres	54.7 acres
UTILITIES	2.5 acres	0 acres	2.5 acres
TRANSPORTATION	6.5 acres	2.6 acres	3.9 acres

Source:

- (1) Commercial Sq Ft Built and Remaining aquired from LAC Tally Matrix
- (2) Community Facility calculation aquired from LAC Tally Matrix
- (3) Land Use Approved - Ref Ordinance 2010-007 (Adoption) Text Change Attachment
- (4) Remaining Ref Vacant Non Res Map
- (5) Built is difference between the two
- (6) Per the Dania Beach City Center Plat
Commercial = 63,000 s.f. Commercial
Community Facility = Existing Fire Station, Governmental and Community Facilities (including library) + 15,000 s.f. (.4 acres)
new gov't and public safety office
Employment Center = 3,000s.f. Office (.07 acres)
- (7) Does not include Dania Jai Alai. Pursuant to Chapter 550 Florida Statutes
- (8) Skyland Plaza mixed use (.76 acres of commercial)
- (9) Nautical Ventures (1.16 acres approved by CC on 1-22-13)
- (10) Mile Marker 55 (14,000 s.f. [.32 acres] com/352 residential) approved by CC on 10-22-13

**CITY OF DANIA BEACH
RAC ACTIVITY CENTER - SEPTEMBER 2012**

	APPROVED	ALLOCATED/ EXISTING	REMAINING	UNITS EAST OF US1 (3,867 units max.)
RESIDENTIAL:				
Single Family Homes	2,348 Units	1,172	1,176 Units	245
Duplexes	286 Units	908 ⁽³⁾	-622 Units	250
Townhomes	2,047 Units	0	2,047 Units	0
Garden Apartments	972 Units	164 ⁽⁶⁾	808 Units	148 ⁽⁶⁾
< 4 stories				
High-Rise Apartments	2,165 Units	1,280 ⁽¹⁾⁽⁴⁾⁽⁷⁾	885 Units	117 ⁽⁷⁾
> 4 stories				
	<u>7818</u>			
HOTEL ROOMS	640 Rooms	242 ⁽²⁾	398 Rooms	0 3,699 remaining

(1) Existing Hotel Rooms in RAC allocated to Mid-Rise Apartments at the 2 hotel to 1 Residential Unit formula
= 179 Mid-Rise

Ocean Development (Modello / Rilea) = 288 Mid-Rise Units

- (2) Proposed Holiday Inn Hotel = 75 Rooms
 Lucky's Hotel = (10) to be demolished
 Hyatt & Summerfield Hotels = 250 (Co 2010)
~~Proposed Indigo Hotel = 120~~
~~Proposed Hotel - San Soucy site = 240~~
~~San Soucy Motel = (20) demolished 2010~~
 Pirates Inn = (53) rooms demolished 7/11
 398 Remaining

- (3) Duplex units within the Regional Activity center are existing non-conforming and can only be re-built as
 (4) City Center plat 280 mid-rise units
 (5) San Soucey Residential (181 units) approved 8/14/12
 (6) Skyland Plaza mixed use 8 units
 (7) Mile Marker 55 14,000 s.f. com & 352 residential approved by CC on 10-22-13

Lajoie, Corinne

From: Leigh Kerr <Lkerr808@bellsouth.net>
Sent: Wednesday, March 12, 2014 9:21 AM
To: Lajoie, Corinne
Cc: lkerr808@bellsouth.net; 'Kelly Ray'
Subject: Transportation Fee
Attachments: Scan0058.pdf

To compute the fee, we divided \$1,800,000.00 by the potential trips from the remaining development rights within the RAC. See A on attached.

$\$1,800,000.00 / 84,649 \text{ trips} = \21.26 (rounded up to \$22.00/trip)

Hope this helps. Call with any questions.

Marc

Lajoie, Corinne

From: Bates, Mark
Sent: Thursday, April 03, 2014 4:55 PM
To: Lajoie, Corinne
Cc: LaFerrier, Marc; Donnelly, Colin
Subject: RE: RAC Mitigation
Attachments: Traffic Mitigation for RAC - Finance comment.doc; Mitigation of Transportation RAC rev 3-31 - Finance comments.docx; TRIPScalcs(Irk).xlsx; 2010 LAND USE MAP 2010.pdf

Attached questions / edits for your agenda item are attached for consideration. Allowing the use of funds for City mass transit costs is a consideration that we feel should be considered.

Backup materials and memo do not show how the \$22 fee is to be calculated... but since Ordinance has Community Development preparing and charging this fee, is it important that Finance understand how the computation is to be performed? If so, please let us know.

Mark Bates, Finance Director
City of Dania Beach
954 924-6800 ext. 3620
mbates@ci.dania-beach.fl.us

From: Lajoie, Corinne
Sent: Thursday, April 03, 2014 3:28 PM
To: Bates, Mark
Cc: LaFerrier, Marc
Subject: FW: RAC Mitigation

The attached TRIPScalcs document is Exhibit A, and the attached 2010 LAND USE MAP 2010 is Exhibit B. The maximum collections, if development occurs maximizing the FAR and densities permitted in the RAC, would result in \$1.8. We expect less to be collected. This is also discussed in the staff report, which is also attached for your reference.

From: Bates, Mark
Sent: Thursday, April 03, 2014 10:50 AM
To: Lajoie, Corinne
Cc: LaFerrier, Marc; Donnelly, Colin; Baldwin, Robert
Subject: RE: RAC Mitigation

Please provide the cover memo and Ordinance attachments.
Is an estimate and/or example of the revenue computation and estimated annual fees generated from this new Impact Fee provided in the cover Memo?

Mark Bates, Finance Director
City of Dania Beach
954 924-6800 ext. 3620
mbates@ci.dania-beach.fl.us

From: Lajoie, Corinne
Sent: Thursday, April 03, 2014 9:43 AM
To: Bates, Mark

ORDINANCE NO. 2014-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND THE LAND DEVELOPMENT CODE BY AMENDING ARTICLE 810 "IMPACT FEES" TO PROVIDE FOR ADOPTION OF A MITIGATION FEE PROGRAM ASSOCIATED WITH THE MITIGATION OF TRAFFIC IMPACTS ASSOCIATED WITH THE MODIFICATION OF PERMITTED USES WITHIN THE AREA DESIGNATED AS THE DANIA BEACH REGIONAL ACTIVITY CENTER ("RAC") BY THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN, AS OUTLINED IN THE BROWARD COUNTY LONG RANGE TRANSPORTATION PLAN ("LRTP"); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2009, the City Commission of the City of Dania Beach amended its Comprehensive Plan to adopt a Regional Activity Center ("RAC") for the area that is designated as the City's Community Redevelopment Agency redevelopment area, the geographic area depicted in the attached "Exhibit A"; and

WHEREAS, on September 28, 2010, the City amended the RAC Plan to include the addition of thirty (30) acres of Commercial Land Use and twenty (20) acres of Employment Center Land Use via Ordinance No. 2010-007; and

WHEREAS, as part of the Broward County Planning Council staff review of the amendment, adverse traffic impacts were identified on the Regional Transportation System that are estimated to increase the number of P.M. Peak Hour Vehicle Trips at the long term planning horizon (2020) of approximately 687 trips; and ?

WHEREAS, as a condition of the approval of the amendment, the Broward County Planning Council required the City to develop a traffic mitigation system for development within the RAC; and

WHEREAS, in satisfaction of this traffic mitigation condition, the City Commission of the City of Dania Beach adopted Resolution Number 2010-114, which committed to the development of a transportation mitigation impact fee of up to \$1.8 Million Dollars for future development within the RAC; and

WHEREAS, the purpose of this Ordinance is to amend Article 810 "Impact Fees" of the Land Development Code of the Code of Ordinances, to establish the fair share contribution

TO Shanna
Lyle

? NO

payment schedule, which will be implemented for new development within the RAC (question – should this also include redevelopment when exceeding 50% of original parcel value?), after the effective date of this Ordinance; and

WHEREAS, the proposed fee schedule is based upon the available remaining development rights within the RAC, and will be assignable to and used toward traffic impacts of proposed development within the RAC, based upon the P.M. peak hour trips that those developments generate; and

WHEREAS, for the purposes of this program, the P.M. peak hour trips are based upon the Institute of Transportation Engineer's ("ITE") trip generation rates current at the date of the building permit application, and will be utilized to determine the fair share contribution payment at the time of building permit application for each individual project; and

WHEREAS, the table that outlines the remaining development available within the RAC and the anticipated trip generation based upon the ITE trip generation rates that the development would create is attached as "Exhibit B"; and

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WHEREAS, the payment schedule that has been developed for the procedure provides for a fee of \$22.00 per P.M. peak hour trip as the fair share contribution payment for traffic mitigation for projects within the RAC; and

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WHEREAS, funds received by the City through the RAC Transportation Mitigation Impact Fee will be placed into a new RAC Traffic Mitigation Special Revenue Fund to be created by the City; and

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WHEREAS, the funds collected by the City at the time of building permits through this program shall be utilized for transit infrastructure improvements, programmed roadway improvements and pedestrian/greenway improvements (question – could this also be used toward the City's public transportation expenditures), or all of the foregoing and will be consistent with the Broward County 2035 Long Range Transportation Plan and within the RAC boundaries; and

WHEREAS, the Planning and Zoning Board, sitting as the City's local planning agency, has reviewed (and expressed its support / approval of ???) this Ordinance; and

WHEREAS, a public notice was provided in accordance with Section 163.31801, F.S.; and

WHEREAS, a public hearing was held before the City Commission pursuant to the published notice described above; and

Whereas the maximum total impact fee amount of \$1.8 million to mitigate a maximum of 84,649 PM peak TRIPS. of 84,649 additional

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City's Comprehensive Plan.

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 Article 810 "Impact Fees" of the City of Dania Beach Land Development Code is amended to read as follows:

Section 810-70. Regional Activity Center Transportation Mitigation Impact Fee.

(A) Impacts to the regional transportation system within the Regional Activity Center (RAC) designation of the City's Comprehensive Plan shall be mitigated through the RAC Transportation Mitigation Impact Fee, based upon a fair share contribution payment schedule, for the mitigation of transportation impacts associated with development within the RAC.

(B) The amount of a required RAC Transportation Mitigation Impact Fee payment shall be determined by the number of trips to be generated by a proposed development at the time of building permit application. The amount of the fee shall be calculated based on the RAC Transportation Mitigation Impact Fee schedule which shall be adopted by resolution of the city commission

(C) All fees collected in accordance with this section shall be placed in the RAC Traffic Mitigation Special Revenue Fund. The RAC Traffic Mitigation Special Revenue Fund shall be a separate accounting fund in which all revenues from the RAC Transportation Mitigation Impact Fee shall be deposited, and such amounts expended only for infrastructure improvements, programmed roadway improvements, or pedestrian greenway improvements, consistent with the Broward County 2035 Long Range Transportation Plan and within the RAC area boundaries. The funds collected pursuant

to this subsection shall be used exclusively for the purpose of undertaking these improvements or for financing directly, or as a pledge against bonds, revenue certificates and other obligations of indebtedness for the costs of such improvements. RAC Transportation Mitigation Impact Fees shall be appropriated or expended by the end of the calendar quarter immediately following six years after the date of payment of the fee or such fees shall be subject to refund pursuant to subsection (F).

(D) Petitions for a fee determination or refund of fees shall be submitted using the petition process, requirements and time limits provided herein.

(1) All petitions shall be submitted to the community development director for processing and preparation of a report and recommendations by the appropriate staff on the petition. The final determination on the petition shall be issued by the community development director. The staff report and recommendations shall be forwarded to the community development director no later than 60 days after filing of a complete petition. The community development director shall, no later than 90 days after filing of the complete petition, issue a written determination on the petition, with the reasoning for the determination, and, if needed, direct the appropriate city staff to take the actions necessary to implement the determination.

(2) The community development director is authorized to determine whether a petition is complete and whether additional data or supporting statements by an appropriate professional are needed for evaluation of the petition. If the community development director, or authorized representative, determines that the petition is not complete, a written statement identifying insufficiencies of the petition shall be provided to the petitioner within 30 days of initial filing of the petition. The date of such written determination of insufficiency shall toll the time limits established in this section until submittal of a complete petition.

(3) Upon written agreement by the community development director and the petitioner, the time limits in this section may be waived for any reason, including,

but not limited to, the submittal of additional data and supporting statements by the petitioner.

(4) The community development director's determination on a petition shall be based on the fee calculation methodology in the technical report and the most appropriate land use category based on the evidence submitted by the applicant or the evidence provided in the staff report. Any reduction in the number of trips from those presented in the technical report used in calculating the fees due shall be based only on a permanent reduction in peak P.M. hour vehicle trips generated by the development.

(5) Except as otherwise provided in this subsection, the filing of a petition shall stay action by the city on the application for building permit and any other city action related to the development. No building permit or other city action shall be issued for development for which a petition has been filed unless the fees due, as determined by the city, have been paid in full or a sufficient bond or letter of credit satisfactory to the city attorney has been filed with the city.

(E) Prior to or in conjunction with the submission of an application for a building permit, or within 30 days of the date of a payment of a RAC Transportation Mitigation Impact Fee, an applicant may petition the community development director for a determination that:

(1) the amount of the RAC Transportation Mitigation Impact Fee imposed on the new development is inappropriate based on the specific land use category applied to the development or based on the amount of development (dwelling units and/or gross square footage) used to calculate the fee, as identified in the technical report, to be generated by the applicant's new development as documented by studies and data supported by qualified experts; or

(2) the fees are otherwise unlawfully imposed.

The petition shall specify in detail the basis on which the applicant asserts that the amount of the RAC Transportation Mitigation Impact Fee is inappropriate or unlawful. The petition shall be on a form provided by the city and shall, at a minimum, include: identification of the disputed factor(s), a detailed statement asserting the basis for the

dispute, the data relied upon by the petitioner, a detailed statement by a qualified professional engineer, planner or other appropriate professional, and, if filed after payment of impact fees, a dated receipt for payment of the RAC Transportation Mitigation Impact Fee. The petitioner shall be responsible for all costs incurred by the city in reviewing and evaluating the petition, including but not limited to, staff time and costs of outside consultants used at the discretion of the city. Failure to timely file a petition for impact fee determination shall waive any right to challenge, review or recalculate the fee payment.

(F) The current owner of property on which a RAC Transportation Mitigation Impact Fee has been paid may apply for a refund of such fee if: (i) the city has failed to appropriate or spend the collected fees by the end of the calendar quarter immediately following six years after the date of payment of the impact fee; (ii) the building permit for which the impact fee has been paid has lapsed for noncommencement of construction; or iii) the project for which a building permit has been issued has been altered resulting in a decrease in the amount of the fee due.

(1) Only the current owner of property may petition for a refund. A petition for refund must be filed within 90 days of any of the above-specified events giving rise to the right to claim a refund. Failure to timely file a petition for refund shall waive any right to an impact fee refund.

(2) The petition for refund shall be submitted to the community development director on a form provided by the city for such purpose. The petition shall contain a notarized affidavit that petitioner is the current owner of the property; a certified copy of latest tax records showing the owner of the subject property; a copy of a dated receipt for payment of the impact fee on the subject property issued by the city's building department; and a statement of the basis upon which the refund is sought. In the case of any uncertainty regarding the petitioner's right to the refund, the petitioner shall be responsible for providing adequate documentation supporting petitioner's legal rights and agreeing to indemnify and defend the city against any other claims to the refund.

(3) Any money refunded pursuant to this subsection shall be returned with interest at the rate of three (3) percent per annum.

Section 3. All ordinances of the City of Dania Beach in conflict with any provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dania Beach, Florida, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section," "Article" or other appropriate word

Section 6. That this Ordinance shall take effect on _____, 2014.

PASSED on first reading on _____, 2014.

PASSED AND ADOPTED on second reading on _____, 2014.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

WALTER B. DUKE III
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Lajoie, Corinne

From: Leigh Kerr <Lkerr808@bellsouth.net>
Sent: Friday, April 04, 2014 10:44 AM
To: Lajoie, Corinne
Subject: FW: Transportation Fee
Attachments: Scan0058.pdf

More explanation than this ??

From: Leigh Kerr [mailto:Lkerr808@bellsouth.net]
Sent: Wednesday, March 12, 2014 9:20 AM
To: 'Corinne Lajoie '
Cc: 'lkerr808@bellsouth.net'; 'Kelly Ray'
Subject: Transportation Fee

To compute the fee, we divided \$1,800,000.00 by the potential trips from the remaining development rights within the RAC. See A on attached.

Maximum PM peak hour
\$1,800,000.00 / 84,649 trips = \$21.26 (rounded up to \$22.00/trip)

Maximum per resolution
Hope this helps. Call with any questions.

Whereas, the Maximum total impact fee amount of \$1.3 million is required to mitigate a maximum of 84,649 ~~additional~~ PM Peak TRIPS within RAC.

Whereas the per PM Peak ~~fee~~ *change fee* for the City's mitigation fee is \$21.26.
↳ transportation impact mitigation fee



City of Dania Beach Community Development Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

SUBJECT: OT-016-25: The applicant, the South Broward Hospital District, is requesting a licensing agreement to utilize parking in the municipal parking garage.

Request:

To request a license agreement approval for utilization of the municipal parking garage.

Background:

The recently constructed Soleste development at the northeast corner of North Federal Highway and East Dania Beach Boulevard has secured Memorial Health Care Services as a tenant on the ground floor. The tenant is requesting employee parking in the municipal parking garage located south of City Hall,

This agenda item includes a resolution and license agreement prepared by the City Attorney's Office that would enable the tenant, South Broward Hospital District, to use twenty (20) parking spaces in the municipal parking garage on Monday through Friday, from 8:00AM to 5:00PM for employees only.

The rental rate is \$125.00 per space per month. This amount reflects the proportionate share of annual operation and capital costs, as well as estimated capital and operational reserves for each space in the garage.

Budgetary Impact

The revenues collected by this agreement will raise \$30,000.00 annually.

Recommendation

Staff is recommending approval of the attached Resolution and license agreement.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A LICENSE AGREEMENT WITH SOUTH BROWARD HOSPITAL DISTRICT TO USE PARKING SPACES LOCATED IN THE CITY PARKING GARAGE UPON PAYMENT OF APPLICABLE FEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the City Commission authorizes the proper City officials to execute a License Agreement with South Broward Hospital District which will allow use of twenty (20) parking spaces located in the City Parking Garage adjacent to City Hall. The cost to the parties to use these spaces will be a base use fee of One Hundred Twenty-Five Dollars (\$125.00) per space per month. A copy of the License Agreement is attached as Exhibit “A”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 2. That the City Manager and City Attorney are authorized to make revisions to such Agreement as are deemed necessary and proper in the best interests of the City, including but not limited to the number of spaces and the base use fee amount.

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

Section 4. That this Resolution shall take effect ten (10) days after passage and adoption.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (this “Agreement”) is entered into as of the ____ day of ____, 2025, by and between the **CITY OF DANIA BEACH**, a Florida municipal corporation, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (“**City or “Licensor”**”) and **SOUTH BROWARD HOSPITAL DISTRICT (“Licensee”)**, 3111 Stirling Road, Hollywood, Florida 33312.

RECITALS:

A. Licensor the owner of a municipal parking garage with a street address of 49 Park Avenue East, Dania Beach, Florida (“**Garage**”), located on the real property legally described in **Exhibit A** attached hereto and made a part hereof (the “**Garage Property**”).

B. Licensee has requested that Licensor grant to Licensee the right to use 20 parking spaces within Licensor’s parking garage.

C. Licensor has excess parking available in the Garage, and Licensor is willing to do so on the terms herein set forth.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Parking Spaces. Subject to all of the terms and conditions of this Agreement, including those set forth herein below, Licensee shall have a right and license to use 20 parking spaces (the “Parking Spaces”) in the Garage, subject to the following terms and conditions:

a. The Parking Spaces available for Licensee’s use will be located within the Garage.

b. The Parking Spaces shall be used by Licensee on a non-exclusive basis Monday through Friday, 8AM-5PM in the common with Licensor and other parties to whom the right to use parking spaces in the Garage has been or is hereafter granted. Neither Licensee nor Licensee’s employees shall park in any parking spaces that are marked reserved or otherwise designated for the exclusive use of Licensor or third parties.

c. Licensee’s right to use the Parking Spaces shall terminate upon the expiration or earlier termination or cancellation of the Agreement as provided in paragraph 2 below.

d. This Agreement and the lease of the Parking Spaces is personal to the Licensee named herein and may not be assigned to any other party without the prior written consent of Licensor.

e. Licensor reserves the right at all times to determine the nature and extent of all common areas and shall have exclusive control and management thereof. Licensor shall have the right to close all or a portion of the common areas to discourage non-customer parking, to prevent a dedication thereof to public use or otherwise to prevent the acquisition of public rights in such areas. Licensor reserves the right to use or permit the use of the common areas for any purpose which, in Licensor’s sole opinion, may be in the best interest of the City.

f. If requested by Licensor, Licensee shall furnish to Licensor or its designated agent the state automobile license numbers assigned to Licensee's vehicles and those of its employees who will use Parking Spaces. Following at least one (1) prior written notice of violation, Licensor or Licensor's designated agent shall have the right to bill Licensee a fee of Twenty-Five Dollars (\$25.00) per day per vehicle parked in violation of this provision.

2. Term. The term of this Agreement (the "Term") shall commence upon the full execution and delivery of this Agreement by both parties and shall continue for twelve (12) months. After the Initial Term, this Agreement shall be deemed renewed automatically each year for an additional one-year period (an "Automatic Renewal Term"), until terminated by either party upon thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing or any provision herein to the contrary, Licensor, at its sole discretion and upon ten (10) business days prior notice to Licensee, may decrease the number of Parking Spaces provided to Licensee; provided, however, if Licensor elects to decrease the number of Parking Spaces provided to Licensee, then Licensee shall have the right to immediately terminate the Agreement upon notice to Licensor.

3. Consideration. As consideration for Licensee's use of the Parking Spaces, Licensee shall pay to Licensor a fee (the "Fee") in the amount of \$125.00 per Parking Space, per month, for a total of \$2,500.00 per month for all twenty (20) Parking Spaces. The Fee shall be due and payable on the first day of each month during the Term and shall be payable without prior demand or notice therefore, and without any deduction, recoupment, set off or counterclaim. Additionally, Licensee is solely responsible for the payment of any and all applicable taxes or assessments of any kind imposed by any governmental authority having jurisdiction over all or any part of the Building and measured by or with respect to the Fee (other than federal or state income tax) payable by Licensee pursuant to the terms of this Agreement, including, without limitation, any applicable State of Florida sales tax.

4. Default. If Licensee shall fail to timely pay the Fee when due, or shall otherwise fail to observe or perform any other terms or condition of this Agreement (and such failure shall remain uncured for ten (10) business days after written notice from Licensor to Licensee), Licensor shall have the right to terminate this Agreement, and/or pursue any other rights or remedies available at law or in equity.

5. Insurance.

5.1 Required Coverage. Beginning on the Commencement Date, and throughout the Term, Licensee shall maintain Commercial General Liability Insurance naming the City as an Additional Insured, written on a carrier licensed to do business in Florida with an AM Best rating of A- or better. Coverage must include, at a minimum: (i) Premises Operations, (ii) Products and Completed Operations, (iii) Blanket Contractual Liability, (iv) Personal Injury Liability, and (v) Expanded Definition of Property Damage. The minimum limits acceptable are \$1,000,000 Per Occurrence, \$2,000,000 Per Location Aggregate. The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy.

5.2 Adequacy of Insurance Coverage. City has the right to periodically review the adequacy of the insurance coverage required by this Agreement. The City may request a change in the insurance coverage if the requested change is reasonable, customary, and commonly available.

5.3 Evidence of Insurance. Licensee must provide satisfactory evidence of the required insurance to the City. Satisfactory evidence of insurance is either: (i) a certificate of insurance; or (ii) a certified copy of the actual insurance policy

5.4 Cancellations and Renewals. All insurance policies must specify that they are not subject to cancellation or non-renewal without a minimum of 45 days notification to the Licensee; and a minimum of

10 days notification for non-payment of premium. Licensee will provide the City a minimum of 30 days written notice if any policies are cancelled or non-renewed, and 10 days written notice for non-payment of premium.

6. Indemnification. Licensee agrees to and shall release, indemnify, defend and hold harmless the City, and their respective agents, employees, consultants, officers, directors, owners, appointed and elected officials and representatives, from any and all liability, claims, damages, expenses, actions, and costs of actions (including attorney's fees and costs, and attorneys' fees and costs on appeal), of any kind and nature arising or growing out of or in any way connected with Licensee's negligence, willful misconduct or default under this Agreement or connected with the use, occupancy of the Garage, the and the parking spaces.

7. Liability. City shall not be liable for any loss or damage to the property of Licensee or the property of the patrons, invitees, and customers, and employees of Licensee, whose vehicles are parked in Parking Spaces under this Agreement.

Notwithstanding anything herein to the contrary, under no circumstances shall Licensor be liable to Licensee (or any person or entity claiming under or through Licensee) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes which limits are hereby made applicable to all manner of claims against the Licensor related to this Agreement and are not confined to tort liability. Nothing herein shall be construed as a waiver of Licensee's sovereign immunity under section 768.28, Florida Statutes.

8. Notices. All notices of any kind, whether required, anticipated, or convenient, related to this Agreement, shall be in writing, and shall be deemed sufficiently made or given when delivered personally, or by courier service or, if mailed, by certified mail, postage prepaid, return receipt requested, addressed as follows, or as may be requested by either party hereto from time to time by like notice given to the other party:

To Licensor: City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Attn: Ana M. Garcia, ICMA-CM, City Manager

With copies to:

City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Attn: Eve A. Boutsis

To Licensee: South Broward Hospital District
3111 Stirling Road
Hollywood, Florida 33312

9. **Payment:** Payments due from Licensee under this Agreement shall be payable to the City, at the following address:

Dania Beach Finance Department
City Hall
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

10. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

11. **License.** This Agreement constitutes a license and does not rise to the level of a real property interest in the Garage, and the Parking Spaces.

12. **No Assignment or Sub-Lease.** Licensee shall not assign, transfer, sub-lease or otherwise hypothecate, pledge, or encumber this Agreement or Licensee's rights under this Agreement, nor shall Licensee permit or suffer any person or entity other than its employees, guests and invitees to use or occupy all or any part of the parking spaces without City's prior written consent, which consent may be withheld in City's sole discretion.

13. **Entire Agreement: Amendments.** This Agreement comprises the entire agreement and understanding of the parties, and all prior negotiations, correspondence, proposals, verbal understandings and other prior documents are superseded and hereby merged into this Agreement, which shall not be amended or modified except by a formal written instrument executed by the parties hereto.

14. WAIVER OF JURY TRIAL. LICENSOR AND LICENSEE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES HERETO, LICENSEE'S USE OF THE PARKING SPACES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF DANIA BEACH, FLORIDA, a Florida
municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED FOR FORM AND
CORRECTNESS:

ANA M. GARCIA
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

LICENSEE:

Witnesses:

South Broward Hospital District

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by _____, as _____ of South Broward Hospital District. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC

State of Florida

Lajoie, Corinne

From: Horne, Matthew <MHorne@mhs.net>
Sent: Friday, May 30, 2025 3:45 PM
To: Lajoie, Corinne; Boutsis, Eve A.
Cc: Scott Reese, Tammy
Subject: Request for consideration to lease 20 parking spaces in the City Hall parking garage by the Memorial Healthcare System
Attachments: parking application.pdf

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

This message needs your attention

- No employee in your company has ever replied to this person.

Mark Safe

Report

Powered by Mimecast

Greetings Ms. Lajoie and Ms. Boutsis,

The South Broward Hospital District dba Memorial Healthcare System (Memorial Primary Care) has leased and built out space on the ground floor of the Soleste Dania project at 4 N. Federal Highway in Dania and has plans to open a Primary Care program this summer to serve the health needs of the Dania Beach community.

The Soleste Dania project has agreed to reserve a limited number of parking spaces within their garage for use by Memorial patients who are residents of Dania Beach, however we will not have enough parking for our staff. We would like to request the ability to lease up to 20 parking spaces in the Dania Beach City Hall parking garage for use by Memorial Primary Care employees. The requested parking space use would be between the hours of 8:30am and 5pm, Monday through Friday.

Attached is a completed Standard Development application that I received following a meeting I participated in last year. If you would, please advise me if this is the correct process and what our next steps should be.

I'd appreciate any assistance you can offer.

Sincerely,

Matt

954.444.0276



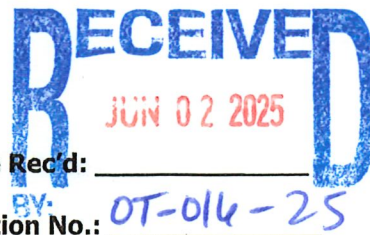
City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: parking space lease

Date Rec'd: _____

Petition No.: _____



THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 4 N. Federal Highway Dania Beach

Town of Modesto (Dania) B-49 D Por of Lots 18, 19, 21, 22, 24 Blk 12 having a

Lot(s): _____ Block: _____ Subdivision: _____

Vertical limit between ground level & 14' 4" above ground level fully

Recorded Plat Name: desc. in instr #118728508 Page 4 LARA Retail Element

Folio Number(s): 504234680020 Legal Description: the 4 North Federal

(Applicant)/Consultant/Legal Representative (circle one)

Address of Applicant: 3111 Stirling Road Hollywood dba

Business Telephone: 954 265-7100 Home: _____ Fax: _____ Memorial Healthcare System

E-mail address: mhorne@mhs.net; jparon@mhs.net

Name of Property Owner: Trimac Dania Property Owner LLC

Address of Property Owner: 2601 South Bayshore Drive su. 1450

Business Telephone: 954 815-4316 Home: 80 Fax: _____

Explanation of Request: To lease parking spaces in City garage

Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: 4,734 sq ft.

Existing Use: Retail Proposed Use: Medical Office

Is property owned individually, by a corporation, association, or a joint venture?

Applicant leases the premises at 4 N. Federal Hwy. Dania Beach.
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: ^{applicant} [Signature]
(Owner / Agent signature*)

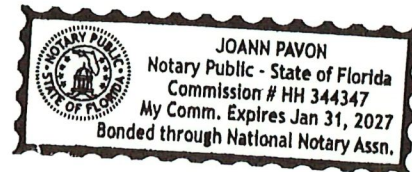
BEFORE ME THIS 14 DAY OF MAY, 2025

By:

JoAnn Pavon
(Print name of person acknowledging)

N/A
(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FL)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No:

0001910

Date: June 09, 2025

RECEIVED FROM:

Name: Memorial Healthcare Svs

Address: 311 Stirling Rd

Address 2:

City/St/ZIP: Hollywood FL 3312

Service or Item

Amount

PSP - Public Hearing Items Application fee

\$500.00

P/Z ITEM #

OT-016-25

LOCATION:

4 N Federal Hwy

APPLICANT:

South Broward Hospital District

PREPARED BY: Ibel Larios

TOTAL DUE: \$500.00

Application Submittal
OT-016-25

4 N Federal Hwy
Lease Parking Agreement with CH Garage

Check #: 2295307



City of Dania Beach Finance Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director

SUBJECT: Approval of Cybersecurity Grant Agreement with the State of Florida Department of Management Services

Request:

The Information Technology Division requests approval of a Cybersecurity Grant Agreement with the State of Florida Department of Management Services.

Background:

The Florida Local Government Cybersecurity Grant is a program that offers local government agencies and municipalities the opportunity to receive services to improve their cybersecurity posture and resiliency. This benefits everyone by equipping local governments with software, services, and solutions to protect infrastructure and Floridians' data.

This is the third year of the program, which has proved to be extremely valuable by providing key services and information.

Budgetary Impact

Recommendation

Approve the Cybersecurity Grant Agreement with the State of Florida Department of Management Services.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) UNDER THE LOCAL GOVERNMENT CYBERSECURITY PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has allocated \$30 million for the Florida Local Government Cybersecurity Grant Program to provide technical assistance to local governments, improving their cybersecurity posture and resiliency; and

WHEREAS, the City has been awarded a grant through the program, and the initial grant period and funding is for 12 months and agreements will be renewed for subsequent years, if funding is provided by the State; and

WHEREAS, the grant will not provide funding to the City, but instead allows the City to subscribe to assistance and capabilities offered through the program; and

WHEREAS, the City Administration recommends that the City Commission approve and authorize execution of the grant agreement and participation in the Local Government Cybersecurity Grant Program.

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 appropriate City officials to execute the grant agreement, which agreement is confidential and exempt from section 119.07(1), F.S. and section 286.011, F.S. and therefore, not attached to this Resolution.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO AWARD ITB NO. 25-013 “CALIBRATIONS AND REPAIRS OF FLOW METERS AND RELATED DEVICES)”

Request:

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 25-013 “calibrations and repairs of flow meters and related devices to U.S. Water Corporation DBA Rocha Controls.

Background:

The water treatment plant and water distribution departments have various electrical controls and components that are relied upon to keep daily operation running smoothly. Services performed to these include flow meter calibrations, repairs for electronic controls for gravity filters, wiring high service pumps, lime softening feed systems, lift station panels and more. All these functions are crucial components to ensure operations for both the water plant and distribution lift stations avoid any problems.

The ITB 25-013 “calibrations and repairs of flow meters and related devices” was advertised in Demand-Star. Bids were opened publicly on May 20th, 2025, with two responses received. The Bid Committee, consisting of the

On May 20, 2025, the City received two (2) responses to ITB 25-013:

U.S. Water Services Corporation DBA Rocha Controls.

Regular hours cost = \$165.00 per hour

After hours cost = \$245.00 per hour

Regular hours cost for second technician = \$165.00 per hour

After hours cost for second technician = \$245.00 per hour

Parts markup cost = \$1.20 (20%)

Universal Controls Instrument Services.

Regular hours cost = \$115.00 per hour

After hours cost = \$130.00 per hour

Regular hours cost for second technician = \$115.00 per hour

After hours cost for second technician = \$130.00 per hour

Parts markup cost = \$1.15 (15%)

After review of the submitted bids, the Bid Committee consisting of Sean Schutten (Deputy Public Services Director), Nate Costa (Water Plant Manager), and Darren Greene (Water Distribution Manager) agreed that the selection of U.S. Water Services Corporation DBA Rocha Controls was better qualified for the city's needs.

Budgetary Impact

Funding will be appropriated from the Water Fund/Repair and Maintenance Services Equipment Account Numbers 401-33-03-533-46-10 in the amount of \$50,000.00 and 402-35-02-535-46-70 in the amount of \$25,000.00 for a total combined amount of Seventy-Five Thousand Dollars (\$75,000.00).

Recommendation

PSD recommends the City Commission to adopt a resolution to award the ITB 25-013 to U.S. Water Services Corporation DBA Rocha Controls in the amount of \$75,000.00

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARDING FOR THE INVITATION TO BID (ITB) NO. 25-013 TO U.S. WATER SERVICES CORPORATION D/B/A ROCHA CONTROLS FOR CALIBRATIONS AND REPAIRS OF FLOW METERS AND RELATED DEVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the water treatment plant and water distribution departments have various electrical controls and components that are relied upon to keep daily operation running smoothly. Services performed to these include flow meter calibrations, repairs for electronic controls for gravity filters, wiring high service pumps, lime softening feed systems, lift station panels and more. All these functions are crucial components to ensure operations for both the water plant and distribution lift stations avoid any problems; and

WHEREAS, the City Commission of the City of Dania Beach approved Resolution 2021-003, authorizing the Public Services Department (PSD) to issue ITB No. 25-013 for the “Calibrations and Repairs of Flow Meters and Related Devices”; and

WHEREAS, on May 20th, 2025, the City received two (2) responses to ITB No. 25-013 “Calibrations and Repairs of Flow Meters and Related Devices”, shown below:

- 1) U.S. Water Services Corporation DBA Rocha Controls.
Regular hours cost = \$165.00 per hour
After hours cost = \$245.00 per hour
Regular hours cost for second technician = \$165.00 per hour
After hours cost for second technician = \$245.00 per hour
Parts markup cost = \$1.20 (20%)
- 2) Universal Controls Instrument Services.
Regular hours cost = \$115.00 per hour
After hours cost = \$130.00 per hour
Regular hours cost for second technician = \$115.00 per hour
After hours cost for second technician = \$130.00 per hour
Parts markup cost = \$1.15 (15%)

WHEREAS, after review of the submitted bids, the Bid Committee consisting of Sean Schutten (Deputy Public Services Director), Nate Costa (Water Plant Manager), and Darren Greene (Water Distribution Manager) agreed that the selection of U.S. Water Services Corporation DBA Rocha Controls was better qualified for the City’s needs.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with U.S. Water Services Corporation DBA Rocha Controls for “Calibrations and Repairs of Flow Meters and Related Devices.

Section 3. That funding will be appropriated from the Water Fund/Repair and Maintenance Services Equipment Account Number 401-33-03-533-46-10 and 402-35-02-535-46-70 for a total combined amount of Seventy-Five Thousand Dollars (\$75,000.00).

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 _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Archibald J. Ryan IV _____

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Parks & Recreation Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Authorization to rank and negotiate the contract for the Construction Manager at Risk Services RFQ No. 25-011 for Construction Management of PJ Meli Aquatic Complex, 2901 SW 52nd St.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing the approval rank of the consultants and contract negotiations for the Construction Management at Risk Services for RFQ 25-011 for construction management of the new construction at PJ Meli Aquatic Complex, 2901 SW 52nd St.

Background:

The City of Dania Beach adopted the Parks Master Plan in 2019. This Parks Master Plan includes the new construction of CW Thomas Park, PJ Meli Aquatic Complex, Chester Byrd Park and Frost Park.

On May 18, 2021, during the Parks Master Plan Workshop, the City Commission approved the funding needed for the adopted Parks Master Plan in 2019. The first project of the Parks Master Plan was the new construction of CW Thomas Park, which is underway and scheduled to be completed in January 2026. The next project is the new construction of the PJ Meli Aquatic Complex, which is currently in the design phase of the project.

The next step in the PJ Meli Aquatic Complex project is to hire a Construction Manager at Risk for the pre-construction services of the project, which will then lead to the new construction of the project. On March 18, 2025, the City issued Request for Qualifications (RFQ) 25-011 for Construction Manager at Risk Services for the new construction of PJ Meli Aquatic Complex. The RFQ closed on April 11, 2025.

The Evaluation Committee, consisting of the Director of Parks and Recreation, the Deputy Director of Parks and Recreation and the City of Margate's Director of Parks and Recreation, met on May 19, 2025, to review and evaluate the six (6) proposals received and held interviews with the two top firms on June 4, 2025. The Evaluation Committee ranked the top three (3) firms based on their qualifications as follows:

- | | |
|---------------------------------|------------|
| 1. Burkhardt Construction, Inc. | 284 points |
| 2. Pirtle Construction Company | 282 points |
| 3. A2 Group, Inc. | 262 points |

Budgetary Impact

After the City Commission approves the ranking of the construction firms, the Evaluation Committee will negotiate a contract price for pre-construction services with the highest-ranked construction firm. The Committee will then bring back an agenda item to the City Commission seeking approval of the contract with that firm. The Guaranteed Maximum Price will be negotiated and brought before commission for approval once the design has been completed and approved by the DRC and funding has been allocated.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing the approval rank of the consultants and contract negotiations for the Construction Management at Risk Services for RFQ 25-011 for construction management of the new construction at PJ Meli Aquatic Complex, 2901 SW 52nd St.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO RANK THE THREE FIRMS THAT RESPONDED TO THE CITY'S REQUEST FOR QUALIFICATIONS ("RFQ") NO. 25-011, ENTITLED "CONSTRUCTION MANAGER AT RISK SERVICES", FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO NEW CONSTRUCTION AT P.J. MELI AQUATIC COMPLEX, AND TO AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH THE TOP-RANKED CONSULTANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved funding for the Parks Master Plan projects on May 18, 2021 during the Parks Master Plan Workshop; and

WHEREAS, the City issued a Request for Qualifications under RFQ No. 25-011 on March 18, 2025 to contract with a qualified construction firm for Construction Management at Risk Services for construction at PJ Meli Aquatic complex; and

WHEREAS, an Evaluation Committee consisting of the City's Director of Parks and Recreation, the Deputy Director of Parks and Recreation and the City of Margate's Director of Parks and Recreation met on May 19, 2025, to review and evaluate six (6) submittals; and

WHEREAS, the Evaluation Committee held committee interviews with the top two (2) firms on June 4, 2025; and

WHEREAS, following the interviews the Evaluation Committee selected the three (3) highest ranked design firms based on their qualifications as follows:

- | | |
|---------------------------------|------------|
| 1. Burkhardt Construction, Inc. | 284 points |
| 2. Pirtle Construction Company | 282 points |
| 3. A2 Group, Inc. | 262 points |

WHEREAS, after an extensive evaluation process which included a review of each firm's experience, area of expertise, minority and women certification, and recent/current project workloads, the Evaluation Committee ranked the top three (3) firms and recommends the highest ranked firm, Burkhardt Construction, Inc. for RFQ 25-011 be selected for contract negotiations.

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

Section 3. That the proper City officials are authorized to commence contract negotiations with Burkhardt Construction, and the ranking of the respondent is approve for the Project.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



RFQ 25-011 Construction Manager at Risk Services for PJ Meli Aquatic Complex (Final Rankings)

Cassi Waren

	Firm Qualifications	Staff Qualifications, Experience	Approach & Delivery of Services	Certified MBE	Total
A2 Group, Inc	30	20	22	5	77
Burkhardt Construction, Inc.	40	29	25	0	94
D Stephenson Construction, Inc.	32	25	23	5	85
Gulf Building LLC	35	23	22	0	80
Persons Services Corp.	31	20	22	0	73
Pirtle Construction Company	36	25	22	5	88

Anthony Ifedi

	Firm Qualifications	Staff Qualifications, Experience	Approach & Delivery of Services	Certified MBE	Total
A2 Group, Inc	34	25	23	5	87
Burkhardt Construction, Inc.	40	30	25	0	95
D Stephenson Construction, Inc.	35	27	23	5	90
Gulf Building LLC	38	28	23	0	89
Persons Services Corp.	33	25	22	0	80
Pirtle Construction Company	37	28	24	5	94

Mike Jones

	Firm Qualifications	Staff Qualifications, Experience	Approach & Delivery of Services	Certified MBE	Total
A2 Group, Inc	39	30	24	5	98
Burkhardt Construction, Inc.	40	30	25	0	95
D Stephenson Construction, Inc.	34	24	22	5	85
Gulf Building LLC	39	29	24	0	92
Persons Services Corp.	35	25	20	0	80
Pirtle Construction Company	40	30	25	5	100

Firm	Final Score	Rank
A2 Group, Inc	262	3
Burkhardt Construction, Inc.	284	1
D Stephenson Construction, Inc.	260	5
Gulf Building LLC	261	4
Persons Services Corp.	233	6
Pirtle Construction Company	282	2



City of Dania Beach Community Development Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

SUBJECT: TX-010-25: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Land Development Code (LDC) to change the parking requirement for hotel use located within the Regional Activity Center (RAC) FIRST READING.

Request:

TEXT AMENDMENT

Amending Section 265-50, entitled "Off-street parking required; on-street parking credit" to eliminate parking requirements for hotel use located in the RAC.

Background:

BACKGROUND

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

TEXT AMENDMENT

A recent planning trend that has emerged in the field of Urban Planning is the elimination of parking requirements. While this may seem dramatic, the Planning staff in the Community Development Department are proposing a targeted elimination of parking requirements; only for hotel use and only located in three (3) of the six (6) form-based zoning districts within the Regional Activity Center (RAC):

- City Center (CC)
- East Dania Beach Boulevard Mixed-Use (EDBB-MU)
- Gateway Mixed-Use (GTWY-MU)

The City of Dania Beach is uniquely located adjacent to the Fort Lauderdale-Hollywood International Airport and Port Everglades seaport. Current trends have shown that visitors to our

City rely on ride-share services and not a private automobile, thereby reducing the need to provide excessive parking.

While the elimination of a parking requirement in the City's LDC will remove the minimum number of parking spaces required for hotel use, it does not prohibit a hotel from providing parking if they desire to do so.

Staff has observed that the City's LDC appears to require far more parking than is utilized after built. This has been observed at the Modello and Tru Hotels. Both of these hotels are located in the City Center zoning district.

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

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation

On May 21, 2025, the Planning and Zoning Board heard this item. The Board's recommendation will be presented at the City Commission meeting.

Staff Recommendation

Staff recommends the City Commission approved the text amendment on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT PART 2, ENTITLED “SITE DEVELOPMENT REGULATIONS”, ARTICLE 265 ENTITLED “OFF STREET PARKING REQUIREMENTS AT SECTION 265-50 ENTITLED “OFF-STREET PARKING REQUIRED; ON-STREET PARKING CREDIT” IN ORDER TO REDUCE THE REQUIRED PARKING FOR HOTELS IN THE CRA FORM-BASED ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to amend the City’s Land Development Code, Chapter 28, at Part 2, entitled “site Development Regulations”, Part 2, entitled “Site Development Regulations”, Article 265, entitled “Off-Street Parking Requirements” in order to reduce the required parking for hotels in the CRA Form-Based Zoning Districts; and

WHEREAS, Dania Beach is located next to the Ft. Lauderdale/Hollywood Airport (which airport is jurisdictionally located within Dania Beach) and the Ft. Lauderdale Port, and travelers have not been using rental cars when staying at Dania Beach hotels; and

WHEREAS, a planning analysis appears to support such reduction in required parking as it relates to restaurants, other large gathering spaces, lounges, restaurants, and shops; and

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

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

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

Section 2. That Chapter 28, entitled “Land Development Code”, Part 2, entitled “Site Development Regulations”, Article 265, entitled “Off-Street Parking Requirements” in order to reduce the required parking for hotels in the CRA Form-Based Zoning Districts is amended as follows:

Sec. 265-50. Off-street parking required; on-street parking credit.

* * *

(D) *[Abbreviations.]* Abbreviations used in the off-street parking requirement table.

CSA	=	Customer service area
Pkg	=	Parking
Requ.	=	Requirement, required
I/B	=	Inbound
O/B	=	Outbound

SCHEDULE OF MINIMUM OFF-STREET PARKING REQUIREMENTS

Minimum Off-Street Parking Requirement			
Use		All <u>Other</u> Districts	CRA Form-Based Districts
(A) Residential and Lodging			

3	Hotels and Motels	One (1) per guest room Plus ten (10) spaces per one thousand (1,000) sf of floor area devoted to ballrooms, meeting rooms, restaurants, lounges, shops and other accessory uses	Eight-tenths (0.8) per guest room plus five (5) spaces per one thousand (1,000) sf of floor area for ballrooms, restaurants, lounges and shops; one-fourth (0.25) per seat for banquet/meeting rooms. <u>In CC, EDBB-MU and GTWY-MU districts</u> <u>Zero (0) parking required.</u>

* * *

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

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

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

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

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

	Yes	No
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Commissioner Lori Lewellen	_____	_____
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Commissioner Luis Rimoli	_____	_____
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Commissioner Archibald J. Ryan IV	_____	_____
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Vice Mayor Marco Salvino	_____	_____
--------------------------	-------	-------

Mayor Joyce L. Davis	_____	_____
----------------------	-------	-------

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

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

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

DATE: Tuesday, May 27, 2025
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE : City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-010-25:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Land Development Code (LDC) to change the parking requirement for hotel use located within the Regional Activity Center (RAC). (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE", AT PART 2, ENTITLED "SITE DEVELOPMENT REGULATIONS", ARTICLE 265 ENTITLED "OFF STREET PARKING REQUIREMENTS", AT SECTION 265-50, ENTITLED "OFF-STREET PARKING REQUIRED; ON-STREET PARKING CREDIT" IN ORDER TO REDUCE THE REQUIRED PARKING FOR HOTELS IN THE CRA FORM-BASED ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Application Information

Project: Text Amendment

Application Site: City Wide

Request: To request amendments to the City's Land Development Code (LDC) to change the parking requirements for hotel located within the Regional Activity Center (RAC).

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

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

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



City of Dania Beach Community Development Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

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

SUBJECT: TX-039-24: The applicant, the City of Dania Beach, is proposing to amend the City's Public Art contribution requirements.

Request:

The Community Development Department ("Department") is requesting an amendment to the City's Public Art contribution that is required for all new development.

Background:

On December 10, 2019, the City Commission established the Public Art Fund via Ordinance No. 2019-025. The required contribution for all new development was set at half of one percent (.5 %) of the total value of construction. Developers have the option of paying the entire contribution into the City's Public Art Fund or they can install public art on their site as part of the development project and then only contribute half of the required amount into City's Public Art Fund.

This contribution allows governing agencies to establish a Public Art Fund which is allocated for the purchase, commissioning, and installation of public art in the City of Dania Beach. Public Art programs are an effective way for cities and counties to foster access to the arts and increase the aesthetic value of public buildings and public places.

Department staff along with the City's Public Art consultant researched several local municipalities that have active Public Art programs. See listed below:

CITY	PUBLIC ART CONTRIBUTION
Lauderhill	1%
Tamarac	1%
Coral Gables	1%
Palm Beach Gardens	1%
Delray Beach	1.5%
Miami Beach	1.5%

Miami Gardens	1.5%
North Miami	1.5%
Pompano Beach	2%
Fort Worth	2%
St. Petersburg	2%

The Department is requesting to amend the Public Art contribution to more accurately reflect the industry standard by increasing the Public Art fee to one percent (1%) of the total value of construction. The Department is also proposing to increase the maximum contribution to Five Hundred Thousand Dollars (\$500,000.00).

The appropriate annual budget for the Public Art Advisory Board activities is Two Hundred and Thirty Thousand dollars (\$230,000.00), to include maintenance expenses of Twenty Thousand Dollars (\$20,000.00) to secure the life expectancy of each art piece in the City's Public Art Collection.

Below identifies four (4) public art installations the City has been able to achieve since the PAAB inception in June of 2022.

Artist	Title	Object Name/ Concept Worktype	Value	City Cost	Installation YR
Lloyd Goradesky	Let Love Guide Your Way	outdoor sculpture	\$357,000.00	\$175,000.00	2022
Stephano Bolongaro	Totor	Outdoor sculpture	\$45,000.00	\$6,000.00	2023
Ernesto Maranje	Looking forward	mural paintings (visual works)	\$65,000.00	\$65,000.00	2024
Cey Adams	Lead with Love	mural paintings (visual works)	\$60,000.00	\$20,000.00	2025

These proposed amendments will ensure a continued funding stream for the Public Art Fund is maintained, ensuring the health of the fund into the future. The Public Art Fund is an essential component necessary to enable the implementation of the City's Public Art Plan which aims to increase the aesthetic value of public places in our community and fosters more access to the arts for the entire Dania Beach community.

On September 16, 2024, the Public Art Advisory Board discussed increasing the Public Art fee to one percent (1%) and unanimously approved the request. This text amendment requires the Planning & Zoning Board to make a recommendation to the City Commission and two (2) readings at the City Commission.

Budgetary Impact

Approval of the Text Amendment will ensure the Public Art Fund continues to provide sustainable funding stream for future public art projects.

Recommendation

The Department recommends the Planning and Zoning Board approve the ordinance on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY'S PUBLIC ART FEE IMPOSED ON DEVELOPMENTS, BY AMENDING CHAPTER 28, ENTITLED THE "LAND DEVELOPMENT CODE" AT SECTION 811-50, "APPLICATION PROCEDURES FOR PLACEMENT OF ART ON PRIVATE PROPERTY," AND SECTION 811-70. ENTITLED "BUILDING PERMITS"; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission created a Public Art Advisory Board to assist the City on the use of public art funds and help select artists and art works;

WHEREAS, in 2019, the City Commission adopted the Public Art Process and fees; and

WHEREAS, the fees were set at a half of one percent (.5 percent) for the public art pay fee based upon total construction costs; and

WHEREAS, the fee for partial public art and partial placement of art on site was set at one-quarter of one percent (.25%) towards the fund; and an additional of a quarter of one percent (.25%) toward the on-site artwork based upon total construction costs; and

WHEREAS, the current industry standard is between one and two percent (1% - 2%) for other public art fee programs in the State of Florida; and

WHEREAS, the Administration recommends increasing the public art fee to one percent (1%); and the installation of art on private property fee to be a half of a percent (.5%) towards the fund; and another half of a percent (.5%) towards the public art placement on private property; and

WHEREAS, the maximum payment cap of \$250,000 is being increased to \$500,000;

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

Section 1. That Article 811 entitled the "Public Art Program," is amended as follows:

CHAPTER 28
LAND DEVELOPMENT CODE

PART 8 – TECHNICAL APPENDIX

* * *

ARTICLE 811. PUBLIC ART PROGRAM

* * *

Sec. 811-50. Application procedures for placement of art on private property.

* * *

- (F) A payment of ~~0.25%~~ one-half of one percent (0.5%) towards the city's public art program to be deposited by the city in the public art fund; and a payment of ~~0.25%~~ one-half of one percent (0.5%) , which is to be held in escrow to ensure that the developer complies with the public art program requirements for placement of public art on private property as required by section 811-70(2). The city manager is authorized to return escrowed funds to the developer if the developer has complied with all the requirements of section 811-70(A)(2)(iii).

* * *

Sec. 811-70. Building permits.

- (A) Prior to issuance of a final building permit, the applicant or developer for projects subject to this article shall be required to comply with one of the following:

- (1) *In-lieu public art fee.* Pay ~~one-half of one percent (0.5%)~~ (1.0%) of the cost of the proposed development project, as an "in lieu" public art fee, with a minimum payment of five thousand dollars (\$5,000.00) and a maximum payment of ~~two five hundred fifty thousand dollars (\$250,000.00)~~ \$500,000.00; or
- (2) *Combination of in-lieu public art fee and placement of art on site.* Placement of art on the site of the development project, which shall have a minimum value of ~~one-quarter half of one percent (0.25%)~~ (0.5%) of the cost of the proposed development project combined along with a ~~one-quarter half of one percent (0.25%)~~ (0.5%) payment of an "in-lieu" public art fee. The owner shall provide documentation to the city that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit. Prior to placement on the development site, the art must be approved by the community development director or designee and conform to the adopted public art guidelines.

* * *

Section 2. 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 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That this ordinance be codified in Municode.com.

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

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach City Attorney Memorandum

DATE: 6/24/2025

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Modification to City of Dania Beach Commission Spending Policy and Procedures

Request:

To modify the City's Commission Spending Policy and Procedures that was amended on June 10, 2025, to remove certain financial disclosure requirements.

Background:

On April 22, 2025, the City Commission adopted Resolution No. 2025-060, which amended City Commission's Spending Policy and Procedures to provide enhanced transparency on the use of City funds. Former Commissioner Tamara James issued an email to the Mayor and city Commission on May 23, 2025, requesting a modification to the newly adopted procedures. A copy of her email is enclosed as Exhibit A to this memorandum.

Commissioner Ryan requested to initiate the edits, which are as follows:

1. Required Attachments:

- ~~Current organization operating budget reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.~~
- IRS determination letter indicating the organization's 501(c)(3) charitable status (if applicable)
- Certificate of Good Standing from the Secretary of State's Office.
- Current list of board of directors
- ~~Most recent tax return.~~
 - City of Dania Beach business license.

Budgetary Impact

None

Recommendation

This is a policy decision for the City Commission.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY COMMISSION SPENDING POLICY AND PROCEDURE FOR BUDGETED EVENTS OUTSIDE OF COMMUNITY GRANTS OR DISCRETIONARY FUNDS POLICIES TO ELIMINATE THE REQUIREMENT FOR REVIEW OF THE TAX RETURNS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission created a spending policy and procedure for budgeted events outside of community grant funding or discretionary grant funds; and

WHEREAS, the policy would require application, matching funds, and accountability; and

WHEREAS, the City Commission seeks to amend the policy to remove the requirement for review of the organization's tax returns; and

WHEREAS, the City Commission seeks to amend the Policies to amend the policy.

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 pursuant to this Resolution, the City Commission amends the City Commission's spending policy and procedure for budgeted events outside of community grants or discretionary funds, which policy and procedure is attached as Exhibit "A", and is made a part of and 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 effective 10 days after passage.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”

CITY OF DANIA BEACH COMMISSION SPENDING POLICY AND PROCEDURES (Amended June 24, 2025)

Introduction

As stewards of public funds, the City recognizes that the community deserves to know that sponsorship funds are going to recipients with the capacity and integrity to provide quality community services, programs and events. Members of the City Commission are authorized to expend funds to meet local needs and fill gaps in City services.

Policy

This policy only applies to funding or in-kind services allocated by the Mayor and Commission to be expended by the Mayor and Commission in fiscal years when sponsorship funding is explicitly adopted in the annual operating budget. This policy shall apply when City Commission members act in their official capacity as members of the Commission or proposed for the annual budget of the City.

Cap

A recommended cap of funding for this spending policy for all uses is a total of \$200,000.

Purpose

The City hereby expressly acknowledges its responsibility to wisely administer limited public resources and to expend them only when there is a substantial benefit to the City and its residents. To conserve City resources and keep expenses within community standards for public officials, expenditures shall adhere to the rules and guidelines set forth in this policy. Allocated funds are only for a public purpose and may not support political activities (including but not limited to lobbying, campaigns or endorsements) and/or private interests.

Demonstrating Public Purpose

All public funds, no matter how awarded, must be used for a public purpose. In general, a public purpose is defined as an activity or service that promotes the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents of Dania Beach and is open and accessible to all public members regardless of race, creed, gender, sexual orientation, religious affiliation, etc., without restriction. It is imperative for the entity requesting funding to demonstrate the benefit that funded programs or services will have on the Dania Beach Community.

Where it is appropriate for the City to allocate public funds are as follows:

- When an entity provides a service that complements or enhances a service that the City also provides;
- When there is an identifiable secondary or indirect benefit to City residents; and,
- When the entity provides a service to augment/complement City events, services or programs, or events associated with the city, or using City facilities or roads.

Eligibility Standards

Eligibility: To be eligible for funding, the requestor:

- Must be located within the City of Dania Beach or provide community, environmental, or social services to the Dania Beach community or support a city initiative.
- Must directly provide the Dania Beach community service(s) for which the City funds are sought;
- Must have no outstanding debt due to the City.
- Must not be financially dependent upon receiving City support to meet the budget and operational requirements of the organization (i.e.: paying taxes, payroll, rent).
- Is a recognized entity in good standing by the Florida Secretary of State, Secretary of State, and the Federal Internal Revenue Service, if applicable
- Must have a current Dania Beach Business License, if applicable.
- Must have matching funds.

Ineligibility:

City funds may not be used for any of the following activities unless expressly authorized by the Commission:

- Individuals;
- For Services which are primarily commercial, religious or political in nature;
- Closed membership groups – those to which membership is restricted or subject to eligibility based upon prohibited factors – may generally not receive funding. Groups that serve a particular population – for example, youth aged 12 to 16 in a particular community – are not considered a closed membership group, as long as the program is open and accessible to all youth within that age bracket in the community.
- Using funds to challenge City activities, plans, or actions; or

- The payment of outstanding debts
- The purchase of alcoholic beverages.
- Travel, meals, lodging, or entertainment expenses.

• Funding scholarships or grants for non-Dania Beach residents. The application and contact shall require, before distribution of grant or scholarship funds that recipient be a resident of Dania Beach at least 12 months prior to applying for the scholarship or grant).

• Permanent improvements to any non-City owned structure or property so that it becomes an integral part of the real property, and its removal would do harm to the building or land, including those improvements that are bolted, nailed, screwed, or wired into the wall, ceiling, or floor.

Procedures

- A. Councilmembers or city staff shall complete and submit applications by June 1 of each fiscal year to allow staff sufficient time to evaluate the applications. Each application shall include the entity, event, program or service and detail, purpose, partner associations or organizations, sponsors, municipal purpose, benefit to the public and comply with all applicable terms and conditions contained therein, including the requirement that outside vendors shall be required to meet the City's minimum insurance requirements.
- B. Required Attachments:
 - ~~Current organization operating budget reflecting sources and amounts of income and expenditures for the organization as a whole, not just the program outlined in the application.~~
 - IRS determination letter indicating the organization's 501(c)(3) charitable status (if applicable)
 - Certificate of Good Standing from the Secretary of State's Office.
 - Current list of board of directors
 - ~~Most recent tax return.~~
 - City of Dania Beach business license.
- C. Staff will review the application to determine whether the application satisfies a public purpose and should be considered for funding. Staff will only bring forward applications that meet the minimum requirements stated in the policy.
- D. The City shall create a written contract to be executed by the organization, ensuring that they agree to comply with the City's terms and conditions of this policy.

- E. Any budgeted amounts established by the City Commission shall adhere to following guidelines:
- 1) The funds should not be considered in addition to any grant funds allocated through the grant program or discretionary funds. Organizations cannot apply for grant or discretionary funds and have the additional amounts per budget.
 - 2) The funds must not exceed the allocated amount specified in the budget, there cannot be any overages approved or requested of the City. If requested, a 4/5 vote of the City Commission would be required for overage requests.

Vetting of Application

All organizations must demonstrate eligibility and integrity in order to receive sponsorship funding. The city's vetting process includes, but is not limited to the following:

- Not-For-Profit Business Records Searches.
 - News article searches.
 - Potential conflicts of interest.
 - Tax Warrant database searches.
 - Not-for-profit entity status.
 - Compliance with State Charity registration requirements or certification that the organization is exempt from the registration requirements.
 - Active Federal Employer Identification Number (EIN) from the IRS.
 - Current IRS tax exempt status.
 - Past evaluations of contract performance; and
 - Review of organizations' use and public purpose of funds.
- A. If staff cannot determine after the initial review whether the application satisfies the eligibility requirements enumerated in this policy, program staff should consult with the City Manager.
- B. A report summarizing the eligible applications will be submitted by staff to the City Manager for review and placement on a City Commission meeting agenda for final action/approval.

Post Funding Requirements

Each awarded entity shall submit a reasonably detailed report, with receipts and proof of expenditures of the funds and proper backup documentation to substantiate those funds were expended appropriately. The report shall be submitted within 30 days of the end of the project or by September 30 of the fiscal year in which funds were awarded. Mandatory documentation is as follows:

- Invoices/receipts documenting the expenditure of funds; and
- A summary that explains all expenditures, including how they specifically benefited Dania Beach residents, may include pictures or other documents illustrating the use of the funds.

If funds are not expended in accordance with the City's Request and Approval Process, the awardee will be required to refund the award. The City reserves the right to request additional backup information to substantiate how funds received from the City were expended. Failure to spend the funds within the approved fiscal year, to provide proper documentation, and/or to utilize the funds for the intended purpose may jeopardize future funding opportunities.

Failure to Comply with Policy, Procedure or Required Documents

Failure to comply with the City's policy, procedures and any required documents (relating to expenditures, applications, eligibility, etc.) shall result in the applicant's loss of funding eligibility for 10 years. The City may also seek reimbursement of distributed funds.

EFFECTIVE DATE

This policy shall become effective upon adoption by the City Commission.

From: tamara tamarajames.us <tamara@tamarajames.us>

Sent: Friday, May 23, 2025 11:48 AM

To: Davis, Joyce <jdavis@daniabeachfl.gov>; Salvino, Marco <msalvino@daniabeachfl.gov>; Lewellen, Lori <llewellen@daniabeachfl.gov>; Rimoli, Luis <lrिमoli@daniabeachfl.gov>; Ryan, A. J. <AJRyan@daniabeachfl.gov>

Cc: Garcia, Ana M. <agarcia@daniabeachfl.gov>; Sosa-Cruz, Candido <csosacruz@daniabeachfl.gov>; Boutsis, Eve A. <eboutsis@daniabeachfl.gov>; tammiefjames@aol.com

Subject: Request to Amend Application Requirements for Organizations Utilizing City Funds

Dear Dania Beach Commission,

I am writing to express serious concerns regarding the newly proposed application process for organizations utilizing City funds, specifically as it relates to groups like the MLK Renaissance Corporation and others that operate in a similar capacity.

Historically, funding for events like our annual MLK celebration has been budgeted through the City during the regular budgeting process, not through a grant request. The funds allocated for this event do not leave the oversight of City staff at any point—these dollars are housed within the Parks and Recreation Department's budget, and all services are procured in accordance with the City's policies. City staff are responsible for carrying out the procurement, ensuring full transparency and accountability.

The new requirement demanding disclosure of all external funding sources and expenditures outside the scope of City-funded activities feels unnecessarily invasive. I ask you to consider how you would feel if, after requesting a grant, you were suddenly required to disclose every other source of support your organization receives and how every non-City dollar is spent—especially when that funding is entirely unrelated to the City's contribution.

What is the actual motive behind this level of scrutiny? The MLK Renaissance Corporation has consistently operated with integrity and transparency. Despite this, I am the only Commissioner who has ever directly engaged with or sought to understand the mission, programming, or challenges faced by this organization. Decisions are being made that impact organizations which some of you do not fully understand or relate to.

This policy is not only unreasonable—it is counterproductive. It adds an unnecessary burden on your own City staff, who are already managing the invoicing and paperwork for the MLK event. Ironically, there is more accountability for this organization than exists for grants given directly to residents. When the City provides funding for roofing assistance or similar programs, we do not request the resident's entire annual financial history—only what's necessary to determine eligibility.

By requiring full financial disclosures from community partners, we risk alienating good organizations that are eager to work alongside the City. Many funders and donors prefer anonymity and do not wish to be publicly disclosed. This is especially true for donations supporting needs the City does not fund—such as scholarships or certain event elements like alcohol.

This policy does not feel like a call for accountability; it feels like a means of control. Let me be clear: I speak not only on behalf of the MLK Renaissance Corporation, but on behalf of many local organizations. We are willing to show accountability—through receipts, invoices, and reports—but we also deserve to protect our internal privacy and the privacy of those who support us.

We already file with the State of Florida each year, confirming our compliance and good standing. I respectfully ask the Commission to reconsider and amend the current application, specifically removing the language requiring full disclosure of all funds raised or used outside of the City's direct contribution.

Thank you for your time, and I welcome the opportunity to discuss this further by phone or email.

Sincerely,
Tamara James
Former Mayor, City of Dania Beach
Board Member, MLK Renaissance Corporation