



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JULY 8, 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)

- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**

1. Community Foundation of Broward Building Stronger Communities Together - *Sponsored by Mayor Davis*
2. Resilient Broward - Countywide Resilience Plan 2025 - *Sponsored by Mayor Davis*
3. Presentation of Proposed Landscape Design for Dania Beach Blvd./East - Citywide Landscape Master Plan by KCI, Inc. - *Public Services*
4. Special Event Application: - *Parks and Rec*
- White Family SE Fee Waiver
5. Request for Proclamation Approvals:
- International Overdose Day - August 31, 2025 - *Sponsored by Mayor Davis*
- Parks and Recreation Month - July 2025 - *Parks and Rec.*

4. PROCLAMATIONS

1. Parks & Recreation Month - July 2025 - *Parks & Recreation*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders:
- August 26, 2025 CRA Board Meeting - 6 p.m.
- August 26, 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 24, 2025 City Commission Meeting Minutes
2. Travel Requests: None.

3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AGREEMENTS FOR THE CITY’S FULLY INSURED MEDICAL PLAN WITH THE FLORIDA MUNICIPAL INSURANCE TRUST, CIGNA, EYEMED, AND BEYOND MED FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES; PROVIDING FOR PAYMENTS UNDER THE CITY’S HIGH-DEDUCTIBLE HEALTH PLAN; AND PROVIDING INCENTIVE PAYMENTS FOR THOSE OPTING OUT OF THE CITY’S HEALTH INSURANCE PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Human Resources*)

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT PURSUANT TO CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-011 ENTITLED, “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO NEW CONSTRUCTION AT P.J. MELI AQUATIC COMPLEX TO BURKHARDT CONSTRUCTION, INC., IN THE AMOUNT OF EIGHTY EIGHT THOUSAND SIX HUNDRED AND SIXTY DOLLARS (\$88,660.00) FOR PRE-CONSTRUCTION SERVICES, WITH A MUTUALLY AGREED UPON GUARANTEED MAXIMUM PRICE (“GMP”) TO BE PROVIDED ONCE THE DESIGN REACHES COMPLETION AND ESTABLISHING THE PROCESS FOR CONSTRUCTION SERVICES ONCE GMP IS APPROVED; AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE (*Parks and Recreation*)

5. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR

FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

6. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2025-2026 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE RATE AS APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING TO HEAR OBJECTIONS AND QUESTIONS CONCERNING THE MILLAGE RATE, AND AT WHICH MEETING THE QUESTIONS AND CONCERNS WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF ITS CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2025 EVIDENCED BY A LOAN IN AN AMOUNT NOT TO EXCEED \$3,100,000 FROM TD PUBLIC FINANCE LLC TO THE CITY TO ACQUIRE, CONSTRUCT, RENOVATE, AND EQUIP CERTAIN CAPITAL PROJECTS, AS DESCRIBED HEREIN; AUTHORIZING THE NEGOTIATED SALE OF SUCH NOTE TO TD PUBLIC FINANCE LLC PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT BY AND AMONG THE FLORIDA MUNICIPAL LOAN COUNCIL, CITY OF DANIA BEACH, FLORIDA, AND TD PUBLIC FINANCE LLC; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING AN EFFECTIVE DATE. *(Finance)*

10. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE PROFESSIONAL ENGINEERING DESIGN AND CONSTRUCTION SERVICES PROVIDED BY WGI, INC., FOR THE DANIA BEACH PIER STRUCTURAL EVALUATION, ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES IN THE AMOUNT OF TWO HUNDRED ELEVEN THOUSAND DOLLARS (\$211,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

11. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH 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. *(Public Services)*

12. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RIC-MAN INC. FOR THE SOUTHEAST DRAINAGE RETROFIT PROJECT PHASE II, 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 INCLUDES A TEN PERCENT (10%) CONTINGENCY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

13. Request for Use of Discretionary Funds:

- Back to School Beach Clean-Up & Backpack Giveaway - *Sponsored by Mayor Davis*
- Summer Camp - American Legion Post 209 - *Sponsored by Vice Mayor Salvino*

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 PROPER CITY OFFICIALS TO APPROVE PROFESSIONAL ENGINEERING DESIGN, BIDDING ASSISTANCE, AND LIMITED CONSTRUCTION SERVICES PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR THE SW 29TH TERRACE & PJ MELI PARK DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF TWO HUNDRED SIXTY-SIX THOUSAND AND TWO HUNDRED SEVENTY FIVE DOLLARS (\$266,275.00); 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 PROFESSIONAL ENGINEERING DESIGN, BIDDING ASSISTANCE, AND LIMITED CONSTRUCTION SERVICES TO BE PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR THE SW 34TH COURT STORMWATER IMPROVEMENTS PROJECT, WHICH SERVICES SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED FOURTEEN THOUSAND AND THREE HUNDRED NINETY FIVE DOLLARS (\$114,395.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST TO WAIVE THE SIDEWALK INSTALLATION REQUIREMENT OF SECTION 22-27, OF THE CITY'S CODE ORDINANCES (VA-038-24) SUBMITTED BY THE APPLICANT/PROPERTY OWNER, SGM DEVELOPMENT, INC., FOR PROPERTY LOCATED AT 3951 RAVENSWOOD ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN

EFFECTIVE DATE. *(Community Development)*

2. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE CRITERIA OF SECTION 630-50, ENTITLED “SPECIAL EXCEPTION USE DEVELOPMENT STANDARDS”, TO APPROVE THE APPLICANT’S REQUEST FOR A SPECIAL EXCEPTION (SE-033-024) TO ALLOW OUTDOOR DINING ASSOCIATED WITH AN EXISTING RESTAURANT, SUBMITTED BY APPLICANT, 2750 GRIFFIN LIVING, LLLP, FOR PROPERTY LOCATED AT 2750 GRIFFIN ROAD BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-91-06MOD) AND VARIANCE (VA-021-25) APPLICATIONS TO MODIFY THE LANDSCAPING REQUIREMENT AND APPROVE ELECTRIC VEHICLE CHARGING SPACES ON THE PROPERTY, SUBMITTED BY THE APPLICANT, TESLA INC., FOR PROPERTIES LOCATED AT 2061, 2071 AND 2081 GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. FIRST READING ORDINANCES: None.

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

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, 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)*.

13. DISCUSSION AND POSSIBLE ACTION

1. Selecting a Voting Delegate from those Attending the Florida League of Cities Annual Conference
2. Request to Attend the Annual Southeast Florida Climate Leadership Summit and Discussion on Sponsorship - *Sponsored by Mayor Davis*
3. Appointments to the Airport Noise Abatement Committee - *City Clerk*
4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CREATION OF A SHORT LIST OF ARTISTS FROM THE “CREATIVE VISION” CALL TO ARTISTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

5. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE DANIA BEACH, FLORIDA, PERTAINING TO RESOLUTION 2024-79, WHICH MODIFIED RESOLUTION 28-85, AND PRESCRIBES RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS; AMENDING THE RULES TO LIMIT THE NUMBER OF PRESENTATIONS REQUESTED BY ELECTED OFFICIALS TO TWO, PER MEETING, WITH NO TIME LIMIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Mayor Davis*)

6. Access to the Construction Site of Gymnasium at CW Thomas Park for Tamara James

14. APPOINTMENTS: None.

15. COMMISSION COMMENTS

16. ADJOURNMENT



COMMUNITY FOUNDATION OF BROWARD

Executive Committee

Mona Pittenger
Chair

Jonathan K. Allen
Vice Chair

Burnadette Norris-Weeks
Secretary

Bertha Henry
Treasurer

Ramona Lacy Fowler
At-Large

Eric Vainder
At-Large

Board of Directors

Holly Hudson Bodenweber
Ted Christie

Marianela Collado

Aurelio M. Fernandez, III
Trevor Fried

David Horvitz

Susanne Cornfeld Hurowitz

Alice Lucia Jackson

Ken Kappner

Dara Levan

Sigrid S. McCawley

Greg Medalie

Pamela E. Booker Pettis

Brian M. Poulin

John Templeton

Jennifer O'Flannery Anderson, Ph.D.
President/CEO

Elizabeth C. Deinhardt

John B. Deinhardt
Founders

910 E. Las Olas Boulevard

Suite 200

Fort Lauderdale, FL 33301

T 954.761.9503

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cfbroward.org

MEMORANDUM

To: City Commission of Dania Beach

From: Jennifer O'Flannery Anderson, President & CEO
Community Foundation of Broward

Date: June 30, 2025

Re: CFB Presentation on July 8th Commission Meeting

The Community Foundation of Broward is delighted to attend the July 8 Commission Meeting for Dania Beach. Our purpose for attending the meeting is to thank the Commission for their commitment to the new LOVE mural painted at the beach and across the street from the Pier. We are so proud of this partnership and the positive impact it will have on Dania Beach.

We also wanted to share an update on what other projects we are supporting in Dania Beach and Broward. It is our goal to keep a strong connection with the City of Dania Beach and the Commission Members.

Thank you.

CFNS

ACCREDITED
FOUNDATION

Confirmed in Compliance
with National Standards for
U.S. Community Foundations



City of Dania Beach Parks & Recreation Memorandum

DATE: 7/8/2025

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus / Event Liaison / Parks and Recreation

SUBJECT: Special Event Application: White Family SE Fee Waiver

Request:

Ashley Wheaton & the White Family have requested fees to be waived for a special event request for the Henry N White Street Naming Community Celebration event taking place at the American Legion Hall (806 NW 1st St, Dania Beach, FL 33004) on Saturday, June 21, 2025 from 12:00pm to 5:00pm.

Background:

This is a community event to give back to the community of Dania Beach and there will be a DJ inside facility along with two food trucks. We will be doing raffles, trivia, and games.

Budgetary Impact

Special Event Fee : \$450 (Request for reimbursement)

Recommendation

NA



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: Henry N. White, Sr Street Naming Community Celebration

Type of Event: ☒ Minor Event - less than 500 people, single day event, no road closures
☐ Major Event - more than 500 people, consecutive multi-day event, 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: American Legion Hall - 806 NW 1st Street, Dania Bch, FL. 33004

Expected maximum attendance ☐ Yes ☒ No Expected sustained attendance _____

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.)

Community Event to giveback to the community of Dania Bch and there will be a DJ inside facility along with 2 food trucks. We will be doing Raffles and trivia/games.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>6/21/2025</u>	<u>Saturday</u>	<u>9:00 AM/PM</u>	<u>11:00 AM/PM</u>	<u>10</u>
EVENT DAY 1:	<u>6/21/2025</u>	<u>Saturday</u>	<u>12:00 AM/PM</u>	<u>5:00 AM/PM</u>	<u>250</u>
EVENT DAY 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	_____	_____	_____ AM/PM	_____ AM/PM	_____

PART II: APPLICANT

Organization Name _____ Name of Authorized Signatory _____
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: _____ City, State, Zip: _____

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

Email Address: _____ Phone: _____

Event Coordinator Name Ashley H. Wheaton Phone: 864-356-1048

Title: White Family Member/Representative Phone: _____ Cell: 864-356-1048

Email address: awheaton83@gmail.com Fax: _____

Additional Contact Name Ashley H. Wheaton Will you be on site? ☒ Yes ☐ No

Title: White Family Representative member Phone: 864-356-1048 Cell: 864-356-1048

Email address: awheaton83@gmail.com Fax: _____

Event Production Company (if other than applicant) _____

Address: _____ City, State, Zip: _____

Contact Name: _____ Title: _____

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

Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

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.)

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

Amusement Ride ☐ Yes ☒ No
If yes, name a contact of company: _____

What type of rides are you planning? _____

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

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

Events requiring electricity must be permitted.

Company: _____ 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 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.):

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

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

Days and times music will be played: 6/21/2025 12pm - 5pm

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 _____ Contact _____ Phone _____

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

Security/Police ☐ Yes ☒ No

Name _____ Phone _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes ☐ No

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

Quantity and size of each? (1) 8x8 (personal tent)

Company Name _____ Contact _____ Phone _____

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

Toilets ☒ Yes ☒ No

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

Transportation Plan ☐ Yes ☒ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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.

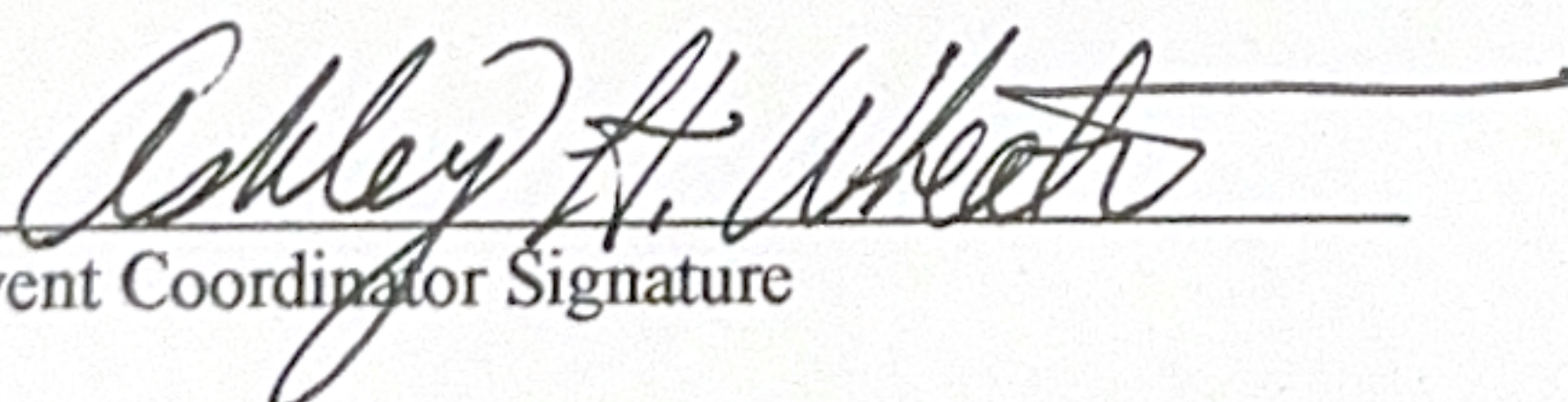
PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

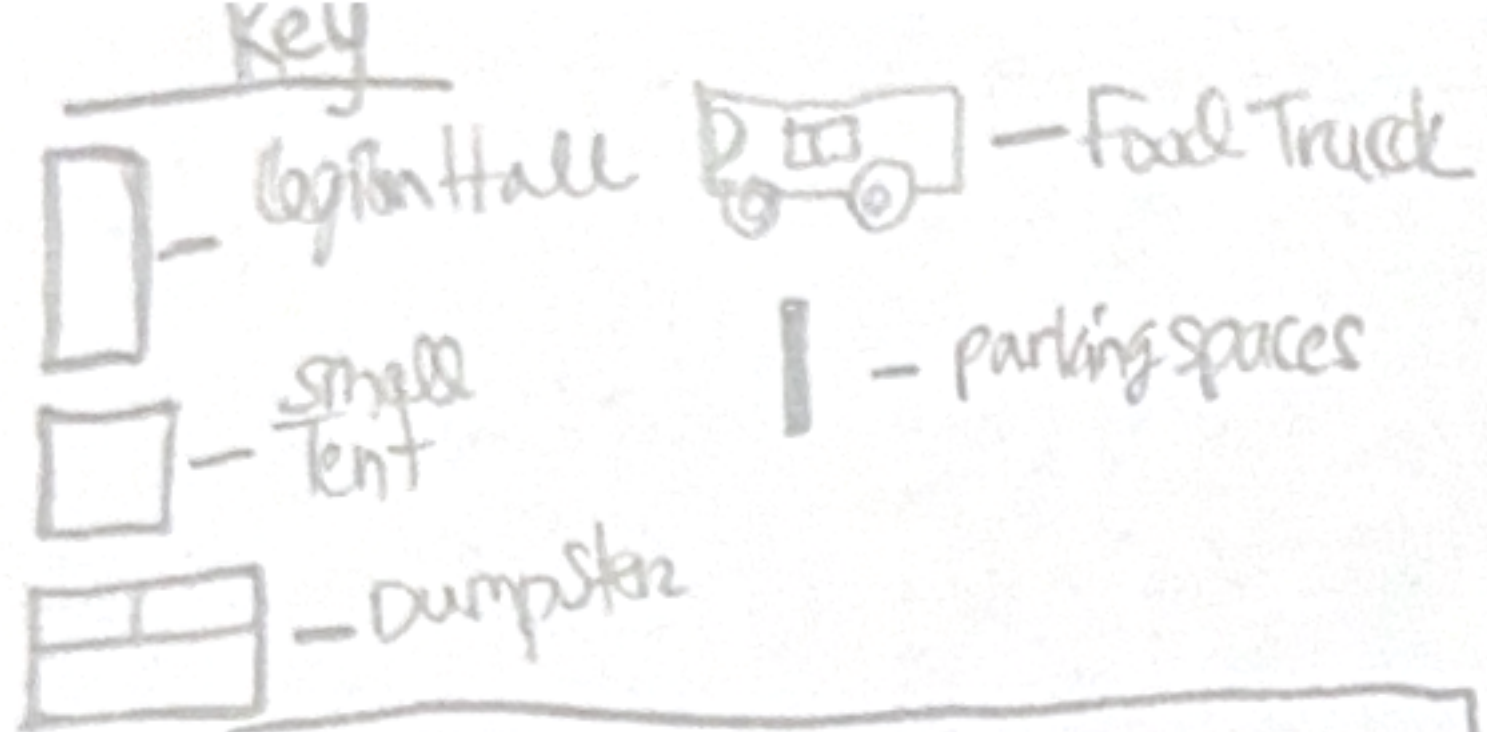
Site Plan must include the following with application:

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.

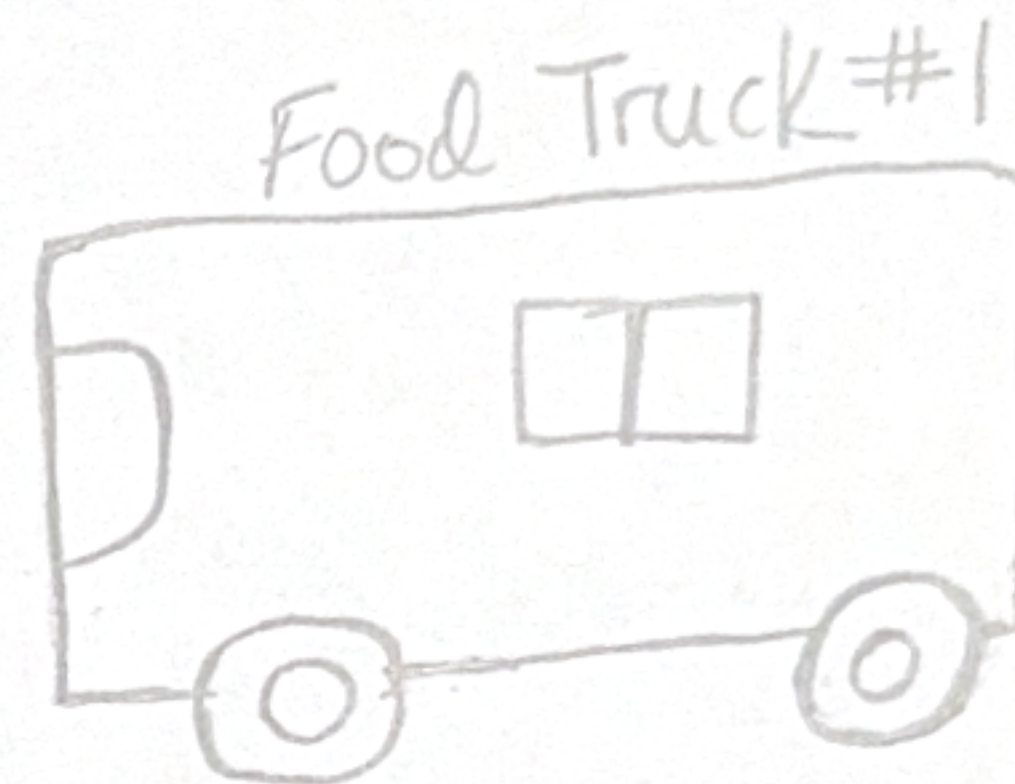
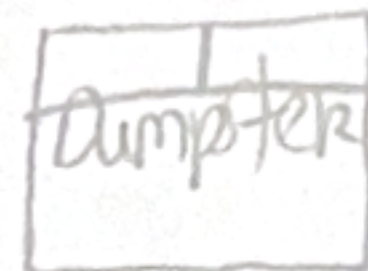
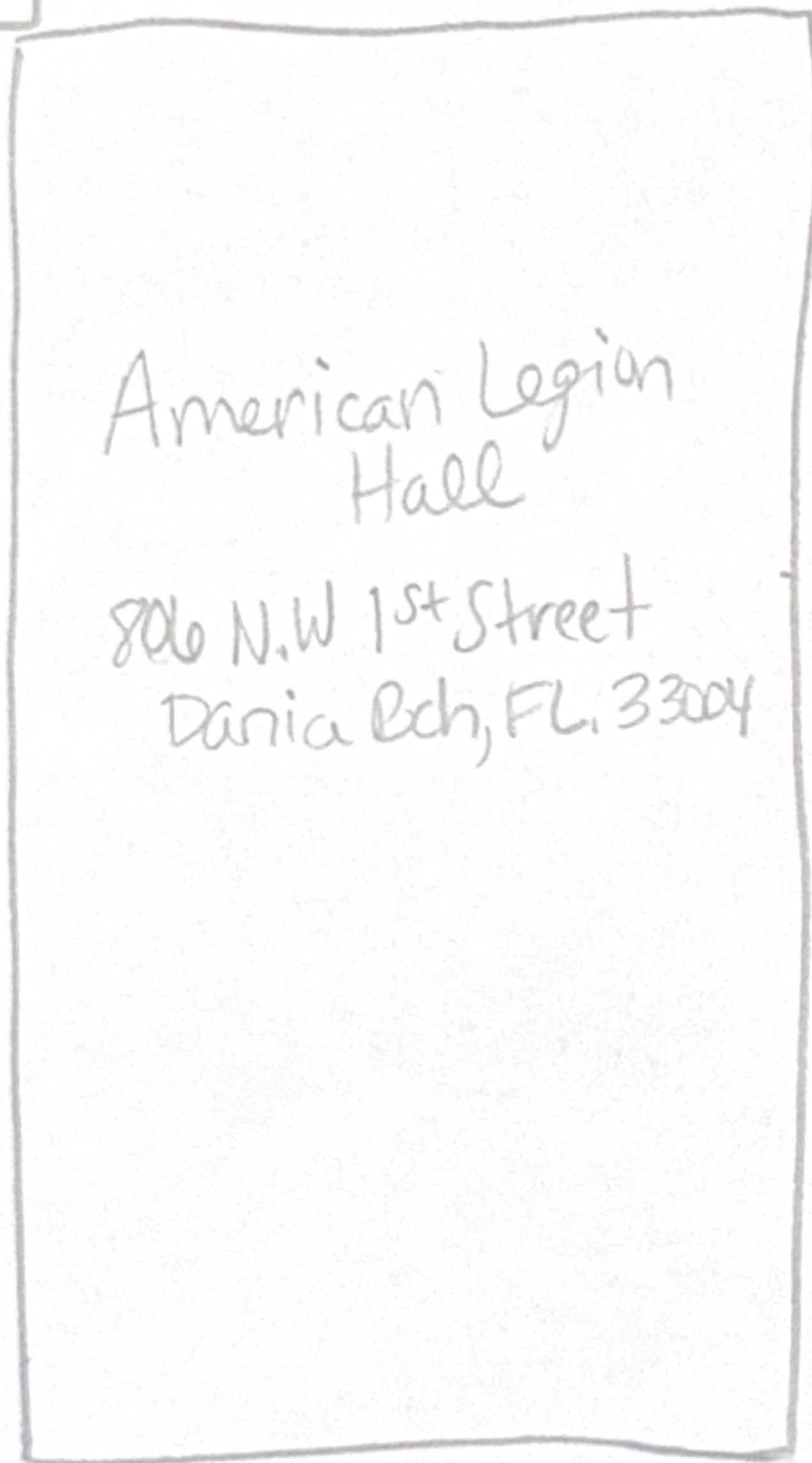
Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004


Event Coordinator Signature

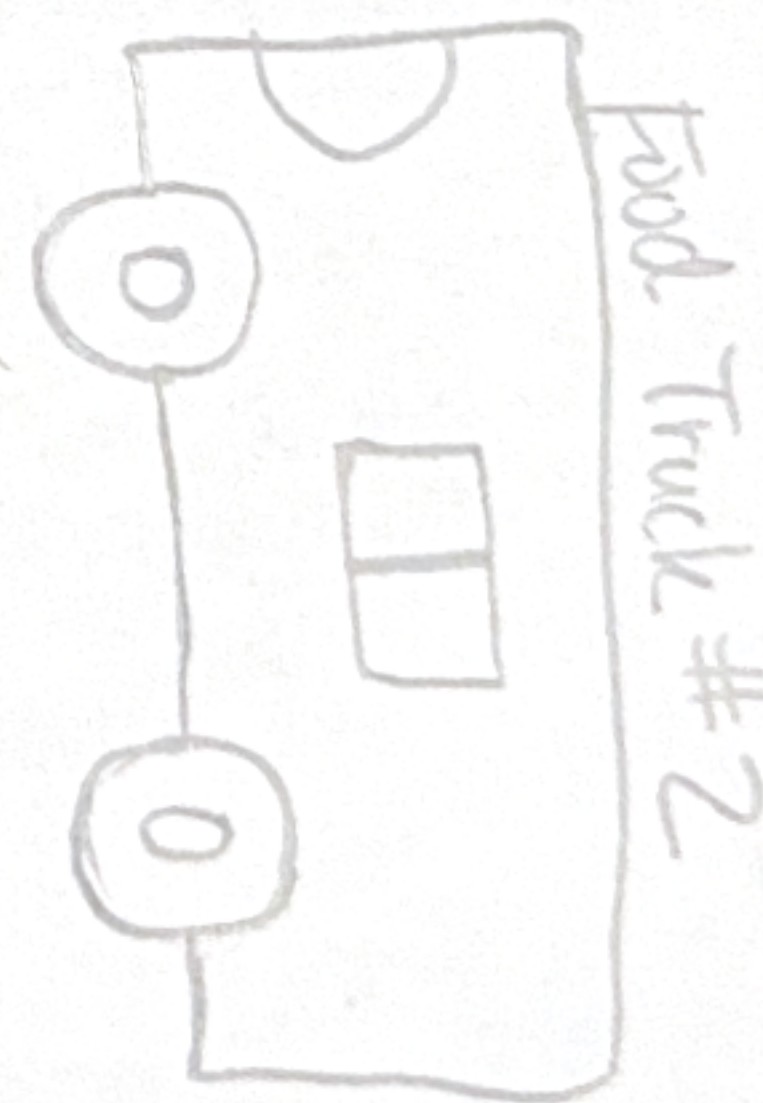
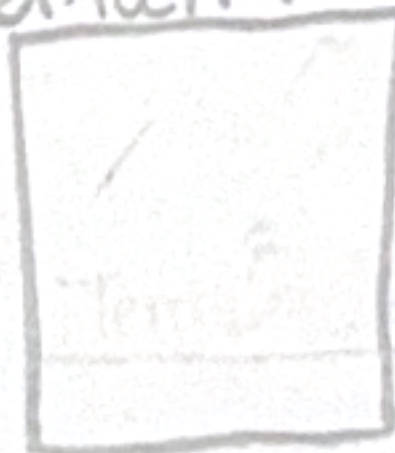
6/11/2025
Date



Site Plan



Small Tent





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: July 8, 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

I am sharing, below, an update on procurement activities. Procurement is a vital part of our operations. I also wanted to share that the webinar for which our procurement manager served as a panelist went very well! It was an awesome opportunity for Manager Ramos to represent Dania Beach and share information alongside the Chief Commerce Officer for the Port of Albany and the Senior VP of Product Strategy at Euna Solutions. This particular session reached public sector employees across the country. Leading via best practices is always our goal and this can only occur via networking and professional development. Below is an update on the current state of Procurement.

SOLICITATIONS	
OPEN 1. Frost Park Sports Court Conversion Project 2. Lift Station 11 Rebuild	Parks and Recreation Public Services
PENDING AWARD 1. Construction Manager at Risk Services for PJ Meli Aquatic Complex (contract pending) 2. Calibrations and Repairs of Flow Meters and Related Devices (contract pending) 3. Design Servies for Chester Byrd Park Improvements	Parks and Recreation Public Services Parks & Recreation
UPCOMING/DRAFTING 1. Rehabilitation of Lift Station 4 2. Rehabilitation of Lift Station 6 3. CCNA Continuing Services 4. Surveillance Equipment, Maintenance and Monitoring 5. Fire Station 1 Mitigation 6. Ocean Park Janitorial Services 7. Utility Rate Study 8. Employee Uniforms/Branded Apparel 9. Directional Boring, Phase III	Public Services Public Services Citywide Information Technology Public Services Public Services Finance Marketing Public Services

TRAINING

P-card Training

- Procurement items will be incorporated into Financer training of the updated p-card policy in September

NIGP Forum

- Aisha and I will participate in the NIGP's annual conference virtually from July 27-30

Vendor Training Workshop- Date TBD in August

- Working on finalizing a date for our next quarterly session to take place in August

PROCUREMENT INITIATIVES

VENDOR PERFORMANCE TRACKING

Information on this initiative was reviewed at the recent procurement policy training sessions. Departments were made aware that notifications would be sent from OpenGov prompting them to rate vendors at contract milestones such as renewals and terms.

DEPARTMENTAL PROCUREMENT PLANNING

Procurement to meet with departments to understand their procurement needs and timelines in order to plan and support accordingly.

Update: *will take place once budget is finalized.*

PROCUREMENT PERFORMANCE METRICS

Development of indicators to evaluate performance of the procurement function and identify future goals.

Update: *In discussion with other local procurement leaders about what this looks like in their organizations. We want to ensure the data we capture is meaningful to our team.*

PROCUREMENT STRATEGIC GOALS

In alignment with RISE principals and overall City strategic plan, development of strategic targets to drive operational excellence and meet the needs of the City and the public.

Update: *In progress*

On Monday, June 30th, our Public Services Team began to place American flags throughout our City focusing on major entry way points, parks and City Hall. This year we will have over 150 flags in Dania Beach! As we prepare for 2026 celebrating our 250th anniversary of Independence Day in our Country, I will be putting together a committee to ensure we have a game plan in place of great impact!

On July 2nd, I met with Director Cassi Warren to go over summer camp and discuss our ongoing commitment to enhancing what we do and how we do it. I am very happy to report our Lifeguard Camps have been very successful with a record of 85 registered participants, with 2 sessions sold out! The plan is in place for 2026 to be our best year yet, as we will host our 1st ever Theater Camp

at IT Parker and a Sports Camp at CW Thomas Park.

After a meeting on Monday, June 30th, with key members of our City team from the Safety Committee and our Marketing team we are rebranding the “See Something Say Something” App/ Initiative, to the “Eagle Eye” program. The feedback we were getting was that folks felt like they were “tattling” and now we are shifting towards a different direction. Once we have the game plan fully developed and executed, we will update you.

We have two other initiatives that we are fine tuning that will focus on incentivizing our more than 200 employees on ideas to save money and to generate revenues for our City. We have great minds at all levels, and we are excited to hear about all the possibilities. At the August meeting our Chief Human Resources Officer will fully present all 3 of these initiatives.

Our July CORE Conversation community meeting will take place on Thursday, the 8th at the SW Community Center, and our rescheduled August CORE Conversations community meeting will take place on August 20th at IT Parker Center. Start time for CORE meetings is 5:30 pm.

Our City Team, FDOT and the Joe Milton group have been working seamlessly on the Gulfstream Road improvement project. The project is at the homestretch of phase 1 and many items from phase 2 have been incorporated in this initial phase. As of July 2nd, via my communication with Mr. Luis Mata from the Joe Milton group, phase 1 will be completed by months end and remains on schedule. This will allow the road to open by early August.

All our one-on-one budget meetings with our City Commission have been set and we look forward to going over our proposed FY 25/26 budget with all of you. Our budget workshop back in early spring and both Saturday Strategic Planning sessions leading to your unanimously adopted Strategic Master Plan were of extreme significance in the preparation of our proposed FY 2025/26 budget. In addition to our City residents present at the meeting, employees from both Ft Lauderdale and Coconut Creek were in attendance to witness our process in how we rolled out the Smart Meter program.

On Wednesday, June 25th, we hosted a Smart Meter workshop to update our community on the Smart Meter process. Kudos to our Marketing, Utility and Finance teams who ensured the success of the workshop as we continue to elevate our communication and engagement with our community.

For your perusal, I have included an email from Nicole Gomez Goldmeier, from October of 2023. Nicole is a partner with the LSN Partners group, a friend and our former Chief of Staff/ Communications Director in NMB. Her introduction to Attorney James Ferraro regarding PFAS has resulted in our City benefiting to the tune of over \$1.5 million in a settlement. The baton was passed by Nicole to me and immediately I passed the baton to our City Attorney who commenced working with Mr. Ferraro. This is another example of how we operate and seize every opportunity that can be of benefit to our community. There are no restrictions on these monies and per my meeting with CFO Guzman we will place the monies in the newly formed Capital Revenue Fund to be used for future projects per the priorities of our City Commission. Grateful to Nicole for thinking of me/ Dania Beach and grateful to Eve for grabbing the baton and seizing over \$1.5 million for our City!







From: Nicole Gomez <ngomez@lsnpartners.com>

Sent: Friday, October 20, 2023 4:48 PM

To: Garcia, Ana <agarcia@daniabeachfl.gov>; James L. Ferraro Jr. <james@ferrarolaw.com>

Subject: Dania Beach PFAS Discussion

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Manager,

As a follow-up to our discussion, I am connecting you with James Ferraro, whose firm is proactively investigating potential claims against the 3M Company and other entities on behalf of numerous cities and counties. These entities, including 3M, knowingly manufactured and distributed products containing hazardous per- and polyfluorinated substances (PFAS), posing substantial threats to human health and the environment. The release of these substances into the air, soil, and groundwater, notably during firefighting exercises, presents a significant risk to those exposed.

James Ferraro's firm is uniquely positioned as a member from South Florida on the Plaintiff's Executive Committee representing various municipalities. These include Hialeah, Fort Lauderdale, North Miami Beach, North Miami, Boca Raton, and Cooper City, among many others across the US.

In a recent development, 3M has disclosed a settlement of a minimum of \$10.3 billion to address PFAS contamination in public drinking water systems. This settlement is designed to reimburse water providers for PFAS pollution, with potential compensations escalating to \$12.5 billion over a span of 13 years. The disbursement hinges on the detection of PFAS during mandatory testing of public water systems in the upcoming three years, covering filtration costs and additional testing.

I'll defer to you to coordinate a meeting with your City Attorney to further evaluate the viability of a claim for Dania Beach and to determine the most favorable course of action.

Thank you and have a great weekend!



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Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00001708	Active	H-EXTENSION - Extension Hearing	220 SW 16 ST	COFFEECAKE HOLDINGS LLC	Alberto Chavarria
2024-00001952	Active	H-EXTENSION - Extension Hearing	731 SW 5 ST	LOUISE HENDERSON	Alberto Chavarria
2025-00000366	Active	H-FIRST HEARING - First Hearing	221 SW 3 PL	MALVAREZ, GUSTAVO ALEJANDRO	Alberto Chavarria
2025-00000394	Active	H-FIRST HEARING - First Hearing	234 SW 3 PL	BROKENBOROUGH MANAGEMENT LLC	Alberto Chavarria
2025-00000401	Active	H-FIRST HEARING - First Hearing	209 SW 3 TER	MORALES, BLANCA & RICARDO	Alberto Chavarria
2025-00000403	Active	H-FIRST HEARING - First Hearing	243 SW 15 ST	BAFFI JUVIEL, PABLO LAZARO, MABEL ADORACION	Alberto Chavarria
2025-00000434	Active	H-FIRST HEARING - First Hearing	255 SW 12 ST	RENDEROS, JULIO	Alberto Chavarria
2025-00000435	Active	H-FIRST HEARING - First Hearing	317 SW 14 ST	BRODEUR YVES	Alberto Chavarria
2025-00000437	Active	H-FIRST HEARING - First Hearing	215 SW 5 ST	OGANESIAN, ARTHUR	Alberto Chavarria
2025-00000455	Active	H-FIRST HEARING - First Hearing	220 SW 5 ST	ROSA INDHIRA REINOSO	Alberto Chavarria
2025-00000456	Active	H-FIRST HEARING - First Hearing	508 SW 2 AVE	WILLIAM MONTESTE	Alberto Chavarria
2025-00000476	Active	H-FIRST HEARING - First Hearing	42 SW 11 ST	AQUIN GARDENS LLC	Alberto Chavarria
2025-00000478	Active	H-FIRST HEARING - First Hearing	150 SW 10 ST	MANNING, JODIE & RODRIGUEZ, MIGUEL	Alberto Chavarria

Special Magistrate Agenda

2025-00000479	Active	H-FIRST HEARING - First Hearing	49 SW 11 ST	MANZALIKO LLC	Alberto Chavarria
2025-00000480	Active	H-FIRST HEARING - First Hearing	228 SW 8 ST	GABRIEL CHAPUI	Alberto Chavarria
2025-00000509	Active	H-FIRST HEARING - First Hearing	732 SW 6 ST	NANCY ESTHER SANCHEZ	Alberto Chavarria
2025-00000545	Active	H-FIRST HEARING - First Hearing	205 SW 7 ST	E.A&N MANAGEMENT SERVICE LLC	Alberto Chavarria
2025-00000546	Active	H-FIRST HEARING - First Hearing	324 SW 13 ST	MARIE MARTHE BEAUBRUN / LUCKNIE JEAN BAPTISTE	Alberto Chavarria
2025-00000547	Active	H-FIRST HEARING - First Hearing	604 SW 2 AVE	604 SW 2ND AVE LLC	Alberto Chavarria
2025-00000570	Active	H-FIRST HEARING - First Hearing	209 SW 5 ST	ZOMINHAN, IAN	Alberto Chavarria
2025-00000571	Active	H-FIRST HEARING - First Hearing	1470 SW 2 AVE	DANIA REAL ESTATE LLLP	Alberto Chavarria
2025-00000611	Active	H-FIRST HEARING - First Hearing	753 SW 3 PL	RACHEL HAUO	Alberto Chavarria
2025-00000733	Active	H-FIRST HEARING - First Hearing	202 SE 10 ST 102	MEADOWBROOK LAKES SECA A RECREATION CENTER INC	Andre Smith
2025-00000784	Active	H-FIRST HEARING - First Hearing	4155 SW 49 ST	ZE MANAGEMENT LLC	Andre Smith
2023-00001386	Active	H-CONFIRMATION - Confirmation Hearing	146 NE 1 AVE	ANITA MIGNONE	Anson Westberry
2024-00000494	Active	H-EXTENSION - Extension Hearing	720 SE 3 CT	MCCUTCHEON, ROSALIND P	Anson Westberry

Special Magistrate Agenda

2024-00001647	Active	H-ABATEMENT - Abatement Hearing	NW 13 CT	PEREZ, CARLOS JAVIER	Anson Westberry
2024-00001899	Active	H-EXTENSION - Extension Hearing	217 NW 7 AVE	A & R PARTNERS LLC	Anson Westberry
2025-00000287	Active	H-FIRST HEARING - First Hearing	431 SE 3 ST	MEADOWBROOK LAKES VIEW ASSN B	Anson Westberry
2025-00000754	Active	H-FIRST HEARING - First Hearing	22 SE 10 TER	22 & DANIA LLC	Anson Westberry
2025-00000296	Active	H-FIRST HEARING - First Hearing	129 NW 4 AVE	NEW BHNV DANIA COMMERCIAL LLC	Luciano Nibbs
2025-00000298	Active	H-FIRST HEARING - First Hearing	129 NW 4 AVE	NEW BHNV DANIA COMMERCIAL LLC	Luciano Nibbs
2025-00000354	Active	H-FIRST HEARING - First Hearing	NW 14 AVE	BESNER HILDA & JACK BESNER IRREV TR	Luciano Nibbs
2025-00000355	Active	H-FIRST HEARING - First Hearing	NW 14 AVE	ADELE BESNER TR BESNER HANNA S TRSTEE	Luciano Nibbs
2025-00000356	Active	H-FIRST HEARING - First Hearing	NW 14 AVE	ADELE BESNER TR BESNER HANNA S TRSTEE	Luciano Nibbs
2025-00000357	Active	H-FIRST HEARING - First Hearing	NW 14 AVE	ADELE BESNER TR BESNER HANNA S TRSTEE	Luciano Nibbs
2025-00000364	Active	H-FIRST HEARING - First Hearing	806 NW 1 ST	AMERICAN LEGION #209	Luciano Nibbs
2025-00000373	Active	H-FIRST HEARING - First Hearing	525 NW 7 ST	BOIKO IOURI & TATIANA	Luciano Nibbs
2025-00000564	Active	H-FIRST HEARING - First Hearing	126 NW 13 AVE	JOHN LAND SAINT TR & G TRSTEE TOSTI %CAMITON ASSOC	Luciano Nibbs
2025-00000580	Active	H-FIRST HEARING - First Hearing	140 S FEDERAL HWY	MOUNTAINEER PROPERTY DEVELOPMENT CORP	Luciano Nibbs

Special Magistrate Agenda

2023-00001411	Active	H-CONFIRMATION - Confirmation Hearing	PHIPPEN RD	WILEY, IRIAM B	Michelle Shahryar
2024-00000190	Active	H-CONFIRMATION - Confirmation Hearing	4555 SW 32 AVE	RJK IHC LLC	Michelle Shahryar
2024-00000322	Active	H-CONFIRMATION - Confirmation Hearing	4680 SW 32 AVE	DANIA RIVERFRONT LLC	Michelle Shahryar
2024-00000324	Active	H-CONFIRMATION - Confirmation Hearing	4664 SW 32 AVE	DANIA RIVERFRONT LLC	Michelle Shahryar
2024-00000377	Active	H-EXTENSION - Extension Hearing	4420 SW 32 AVE	WEBB, LOUIS & WEBB, ROSEANN	Michelle Shahryar
2025-00000011	Active	H-EXTENSION - Extension Hearing	SW 36 ST	FASTMARK CORP	Michelle Shahryar
2025-00000332	Active	H-FIRST HEARING - First Hearing	4621 SW 34 AVE	MAZUR, C K & MILDRED A	Michelle Shahryar
2025-00000387	Active	H-FIRST HEARING - First Hearing	2249 SW 47 ST	LAURA BURKE BERTRAM	Michelle Shahryar
2025-00000420	Active	H-FIRST HEARING - First Hearing	4700 SW 25 AVE	SIGALA, ABEL & SYLVIA L	Michelle Shahryar
2025-00000426	Active	H-FIRST HEARING - First Hearing	2296 W STATE RD 84	AMERICAN RECOVERY SPECIALISTS OF FT LAUDERDALE INC	Michelle Shahryar
2025-00000430	Active	H-FIRST HEARING - First Hearing	4402 SW 24 AVE	CEBALLO, JAIME MIGUEL/ IGLESIAS, LIVAN MARTELL	Michelle Shahryar
2025-00000450	Active	H-FIRST HEARING - First Hearing	4485 SW 25 TER	4485 SW 25TH TERRACE LLC	Michelle Shahryar
2025-00000451	Active	H-FIRST HEARING - First Hearing	4497 SW 25 TER	ANNERYS & RAFAEL H/E PUIG, RAFAEL & ROSA PUIG	Michelle Shahryar
2025-00000452	Active	H-FIRST HEARING - First Hearing	4489 SW 25 TER	JEFFREY & KRISTA MATTEO	Michelle Shahryar

Special Magistrate Agenda

2025-00000454	Active	H-FIRST HEARING - First Hearing	4471 SW 34 DR	CAROLYN AUGUSTINE & CAROLYN JOHNSON AUGUSTINE REV	Michelle Shahryar
2025-00000459	Active	H-FIRST HEARING - First Hearing	4731 SW 26 TER	BAEZA, EDWARD	Michelle Shahryar
2025-00000460	Active	H-FIRST HEARING - First Hearing	4564 SW 25 AVE	SWENSON, KRISTIE L	Michelle Shahryar
2025-00000462	Active	H-FIRST HEARING - First Hearing	2401 SW 45 ST	KIRKLAND, ENNIS & ERIN	Michelle Shahryar
2025-00000481	Active	H-FIRST HEARING - First Hearing	4716 SW 34 TER	ANNE COLLINS-RIVERA & RONALD RIVERA	Michelle Shahryar
2025-00000483	Active	H-FIRST HEARING - First Hearing	3040 SW 45 ST	WEBSTER, ROBERT S	Michelle Shahryar
2025-00000484	Active	H-FIRST HEARING - First Hearing	4681 SW 33 AVE	OLYNS USA LLC	Michelle Shahryar
2025-00000511	Active	H-FIRST HEARING - First Hearing	3061 SW 47 ST	RAYMOND S ARMSTRONG	Michelle Shahryar
2025-00000516	Active	H-FIRST HEARING - First Hearing	2756 SW 47 ST	GUILLERMO PUERTA	Michelle Shahryar
2025-00000517	Active	H-FIRST HEARING - First Hearing	4417 SW 34 TER	BORONAT, ALICIA VICTORIA & ALICIA VICTORIA BORONAT REV TR	Michelle Shahryar
2025-00000519	Active	H-FIRST HEARING - First Hearing	3040 SW 46 CT	SANTILLI, NICHOLAS J BARRACO, JENNIFER S	Michelle Shahryar
2025-00000542	Active	H-FIRST HEARING - First Hearing	4484 SW 26 AVE	4484 PARTNERS LLC	Michelle Shahryar
2025-00000559	Active	H-FIRST HEARING - First Hearing	2831 RAVENSWOOD RD	CARRIG ASSOCIATES LLC	Michelle Shahryar
2023-00000253	Active	H-CONFIRMATION - Confirmation Hearing	5511 WOODLAND LN	L CHAIM FARM LLC	Ricky Ali

Special Magistrate Agenda

2023-00000552	Active	H-ABATEMENT - Abatement Hearing	4685 SW 33 AVE	DAMARI, HILA YAISH, YESHAYA	Ricky Ali
2025-00000358	Active	H-FIRST HEARING - First Hearing	5950 SW 40 AVE	PALM TOWERS EMERALD LLC	Ricky Ali
2025-00000392	Active	H-FIRST HEARING - First Hearing	4407 SW 37 AVE	KANE, MICHAEL	Ricky Ali
2025-00000651	Active	H-FIRST HEARING - First Hearing	4417 SW 38 TER	4417 SW 38TH TER	Ricky Ali
2021-00000851	Active	H-CONFIRMATION - Confirmation Hearing	1211 STIRLING RD	ATLANTIC 18 LLC	Windy Damis
2021-00001150	Active	H-CONFIRMATION - Confirmation Hearing	1211 STIRLING RD	ATLANTIC 18 LLC	Windy Damis
2023-00000217	Active	H-CONFIRMATION - Confirmation Hearing	4975 SW 28 AVE	AVERY, VIVIAN	Windy Damis
2023-00001287	Active	H-CONFIRMATION - Confirmation Hearing	3211 ROYAL PALM CT	PSARAS, GEORGIOS A	Windy Damis
2025-00000353	Active	H-FIRST HEARING - First Hearing	3200 ROYAL PALM CT	LEGER, MARTIN & PARADIS, KATHY	Windy Damis
2025-00000368	Active	H-FIRST HEARING - First Hearing	5741 SW 24 AVE	HOUDE, JONATHAN	Windy Damis
2025-00000472	Active	H-FIRST HEARING - First Hearing	5000 SW 29 WAY	CARLOS L H/E MARTINEZ & ANIELKA M MARTINEZ	Windy Damis
2025-00000473	Active	H-FIRST HEARING - First Hearing	5180 SW 28 AVE	JOEL KASS	Windy Damis

Special Magistrate Agenda

2025-00000475	Active	H-FIRST HEARING - First Hearing	5021 SW 29 TER	5021 ASSOCIATES LLC	Windy Damis
2025-00000492	Active	H-FIRST HEARING - First Hearing	4990 SW 28 AVE	JOAN ALICE LEHMAN REV TR LEHMAN, JOAN ALICE TRSTEE	Windy Damis
2025-00000493	Active	H-FIRST HEARING - First Hearing	5018 SW 28 AVE	FAY, DAVID	Windy Damis
2025-00000501	Active	H-FIRST HEARING - First Hearing	4954 SW 25 AVE	RUBIO FERNANDEZ JHON A DUQUE CARVAJAL MARYURY	Windy Damis
2025-00000502	Active	H-FIRST HEARING - First Hearing	2700 GRIFFIN RD	K E 2700 LLC	Windy Damis
2025-00000507	Active	H-FIRST HEARING - First Hearing	2697 SW 51 CT	MADINA & ALEXANDR SHUMILIN	Windy Damis
2025-00000508	Active	H-FIRST HEARING - First Hearing	4921 SW 29 AVE	ABBY NEASE H/E & CHRISTOPHER EVANS	Windy Damis
2025-00000532	Active	H-FIRST HEARING - First Hearing	5731 SW 24 AVE	SHIRAN DAVID	Windy Damis
2025-00000533	Active	H-FIRST HEARING - First Hearing	5320 SW 30 TER	ESTEBANA MORAN	Windy Damis
2025-00000548	Active	H-FIRST HEARING - First Hearing	5519 SW 24 AVE	PRIME REAL ESTATE HOLDINGS INC	Windy Damis



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 24, 2025 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Mr. Marty Kiar, Broward County Property Appraiser - *Sponsored by Commissioner Lewellen*

Marty Kiar thanked the Dania Beach staff and said they are the one of easiest in Broward County to work with. He provided information on assessments, exemptions, property values and title fraud.

3.2 Presentation to Principal Tracy D. Jackson, Collins Elementary School - *Sponsored by Commissioner Rimoli*

Commissioner Rimoli spoke about Principal Jackson's impact on the community and Mayor Davis and Commissioner Lewellen expressed their sentiments to Principal Jackson.

Principal Jackson addressed and thanked the Commission.

City Manager Garcia said that Principal Jackson sets the standard with her passion and genuineness, and she will be greatly missed.

3.3 Advisory Board Reports:

- Green Advisory Board

There was no report for the Green Advisory Board.

- Marine Advisory Board

Stacy Brown of the Marine Advisory Board presented a PowerPoint presentation and touched on recommendations from the board.

Mayor Davis thanked Ms. Brown for her presentation and inquired of the top 3 requests of the board and Ms. Brown responded, beach events, beach renourishment and dune restoration.

3.4 Presentation of Resident Only Cemetery Burials - *Public Services*

Deputy Director of Public Services Sean Shutten provided a presentation on the proposal of residents only cemetery burials.

Deputy City Manager Sosa-Cruz suggested coming back in July with a resolution on what is being proposed and the possibility of building up and possibly allowing former residents.

There was Commission consensus to move forward as is with the promise to come back with suggestions brought forward by Vice Mayor Salvino.

3.5 Request for Proclamation Approval:

- St. Ruth Missionary Baptist Church - 117th Anniversary - August 17, 2025 - *Sponsored by Mayor Davis*
- Juneteenth Day - *Sponsored by Mayor Davis*

There was Commission consensus to approve the proclamation requests.

3.6 Special Event Application:

- Rita Crockett Beach Sports Academy - Festival Event
- Lululemon Grand Opening Weekend

There was Commission consensus to approve the special event applications.

4. PROCLAMATIONS

4.1 Juneteenth Day - *Sponsored by Mayor Davis*

Mayor Davis read the proclamation into the record.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

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

- Legislative session in Tallahassee
- Conference call with Rana Brown from the Book Team
- Service Sign Monument
- Emergency Management Plan for 2025
- Meeting with RMA for presentation at CRA Board Meeting
- CORE Conversations
- Proposed balance budget and introduction of Deputy Finance Director Barbara Trink
- Key projects in the city

5.2 City Attorney

City Attorney Boutsis said former Mayor Tamara James would like to visit the gym under construction that will bear her name at C.W. Thomas Park. She advised former Mayor James that she would raise the issue and bring it back to the Commission at the July 8th meeting consistent with the City policies including a hold harmless and list of persons to be present with her to take pictures of the facility being constructed.

5.3 City Clerk - Reminders

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

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

6. PUBLIC SAFETY REPORTS

Captain Tarala thanked Mr. Kiar for the kind words about his father and spoke about recent criminal activity in the city. He spoke about a high number of juveniles at Dania Point over the weekend and advised they will be increasing their law enforcement presence. He advised that they are preparing for the 4th of July and working with the City of Hollywood for traffic control for the firework show.

District Chief Fucci summarized the activities of fire rescue for the past month to include construction at the fire station, Quint refurbishment, Class 1 rating with Commission on Ambulance Accreditation, community outreach events and fire inspections.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Aaron Miller – 224 SE 6th Street

8. CONSENT AGENDA

Vice Mayor Salvino made a motion to approve the consent agenda minus item 8.4 and 8.10. The motion was seconded by Commissioner Lewellen which carried unanimously on voice vote.

8.1 Minutes: June 10, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 Request for Use of Discretionary Funds:
- I.T. Parker Center Rental Fees - Sponsored by Mayor Davis

Approved under consent agenda.

8.4 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)*

City Attorney Boutsis read the title of the resolution.

Commissioner Rimoli wanted to ensure that the marketing staff will verify the placement and size is accurate.

City Attorney Boutsis commented that language can be added to include "but shall require approval by the City Manager's designee as to the placement, and size of the logo on any flyer or promotional material".

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

8.5 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)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO 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)*

Approved under consent agenda.

8.7 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)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2025-____

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

Approved under consent agenda.

8.9 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)*

Approved under consent agenda.

8.10 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)*

City Attorney Boutsis read the title of the resolution.

Deputy Director of Community Development Corinne Lajoie introduced the item.

Vice Mayor Salvino questioned why the parking garage is being utilized if there were designated parking spots allocated for the stores that are there.

Deputy Director Lajoie responded that it is a mixed-use building with commercial offices on the ground floor, they do have parking on the ground floor, but the medical offices have higher traffic. In an abundance of caution Memorial has asked for 20 spaces for their employees to allow on-site parking for visitors.

Vice Mayor Salvino expressed his concern regarding running out of parking and suggested adding 2 additional floors to the parking garage.

City Manager Garcia stated that Chief Financial Officer Guzman is looking at creating a capital fund so that the City can look at ways to invest; in addition to adding additional floors, they are looking at additional parking opportunities around the City Hall campus.

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

8.11 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)*

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 AWARDING 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)*

City Attorney Boutsis read the title of the resolution.

Director of Public Services Fernando Rodriguez introduced the item.

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

9.2 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE 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)*

City Attorney Boutsis read the title of the resolution.

Director of Parks and Recreation Cassi Warren introduced the item.

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

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2025-_____

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)*

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development Corinne Lajoie introduced the item.

Mayor Davis asked for anyone wishing to speak on the item and there was none.

Vice Mayor Salvino questioned if it would be retroactive and Deputy Director Lajoie responded that they could come forward and amend the site plan, but they are currently abiding by the approved site plan.

Discussion ensued regarding the off-street/on-street parking.

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

11.2 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)*

City Attorney Boutsis read the title of the ordinance.

Deputy Director of Community Development Corinne Lajoie introduced the item.

Mayor Davis asked for anyone wishing to speak on the item and there was none.

Commissioner Ryan feels that the rates are fine as is and is not in favor of the amendment.

Mayor Davis commented that she did attend the Florida Public Art meeting where professionals from across the state get together and they were in alignment with the 0.5% increase to 1.0%. She commented that there are not that many cities in Broward County that have public art plans, but those that do, understand that this fee is a cost to the developers. This is money that would benefit the beautification of the city, and she is in favor with putting our city in alignment with the rest of the cities in Broward County and those not in Broward County.

Vice Mayor Salvino said the nicer the art gets in our city, the more attractive it gets and people want to live here. People that are moving to Dania Beach can afford to pay the price, otherwise they wouldn't be moving here. He agrees with what is being recommended.

Commissioner Lewellen inquired that it is an increase to 1% and an increase in the maximum to \$500,000.00 and Director of Community Development Eleanor Norena responded affirmatively and said the developer would still have the option to install art onsite and they would only pay half percent.

Discussion continued regarding maintenance and existing projects.

Commissioner Rimoli asked what the minimum amount would be on an art piece that someone would want to put in and Director Norena responded that it would need to be the value of half percent. Commissioner Rimoli commented that he is inclined to proceed but does not want to invest additional money for consultants and would love to see that money go into projects.

Deputy Director Lajoie stated that they agree, however, having the professional recommendation and experience has been invaluable and they value the guidance of staff and the board.

Mayor Davis commented that she has worked with Linda for the past couple of years while on the art board and the new public art installations and murals are award winning. She spoke about her qualifications and said her expertise and what she brings to the table is invaluable as far as guidance with the board and making sure our board is successful.

Vice Mayor Salvino made a motion to approve the item. The motion was seconded by Commissioner Lewellen which carried 4-1 with Commissioner Lewellen, Commissioner Rimoli, Vice Mayor Salvino and Mayor Davis voting yes and Commissioner Ryan voting no.

12. SECOND READING ORDINANCES

None.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Request to Attend the Annual Southeast Florida Climate Leadership Summit and Discussion on Sponsorship - Sponsored by Mayor Davis

This item was moved to the July 8, 2025 Commission meeting.

13.2 Discussion on Policy for Commission Presentations - Sponsored by Mayor Davis

This item was moved to the July 8, 2025 Commission meeting.

13.3 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)*

This item was withdrawn from the agenda.

14. APPOINTMENTS

There were no appointments on this agenda.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen thanked City Manager Garcia for moving the CORE Meeting in August to allow the Commission to attend as it conflicted with a Florida League of Cities event. She thanked her colleagues for passing the consent agenda item for the transportation surtax.

15.2 Commissioner Rimoli

Commissioner Rimoli commented that he was happy to represent Dania Beach at the Broward County PBA Officer of the Year Awards Banquet. He shared that the Lions Club asked him to extend their sincere appreciation to the Commission for its support. He spoke about attending the Juneteenth event and said it was very hot; it started out slow but was well attended later in the day. He thanked everyone involved in the planting of the tree for Tom Ansbrosio and said it was a beautiful tribute to a kind gentleman.

15.3 Commissioner Ryan

Commissioner Ryan said he had no comments but inquired further about former Commissioner James' request to use the gym and said he was not aware that it would need to be an item.

City Attorney Boutsis responded that she told Commissioner James that she would bring it to the attention of the Commission and place it on the next agenda as the city as a protocol for items on the agenda. Her request is to go in and take pictures so that she has a memory of how the gym was created and named after her. She said it is up to the Commission on how they proceed.

Commissioner Ryan questioned why it has to be an agenda item and said they have never had to sign indemnifications in the past.

City Attorney Boutsis said she is going by protocols but if you would like to take action, take action. The city has had contractors going to construction sites sign hold harmless agreements.

Commissioner Ryan commented that he would like to resolve this now and does not think it is an issue.

Mayor Davis responded that this is not the place to take action, it needs to be placed on the agenda and properly voted for.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino had no comments.

15.5 Mayor Davis

Mayor Davis spoke about attending the 93rd Annual US Conference of Mayors and touched on various topics of the conference. She visited JA World in Coconut Creek and said it was a gorgeous place; she met with CEO Cerillo and looks forward to visiting when Dania Beach students attend. She participated in a ribbon cutting at Design Center of the Americas and looks forward to bringing more art and awareness to the community and the City of Dania Beach. She also attended the Dania Beach Chamber of Commerce luncheon where there was a partnership with Broward Health and Memorial Healthcare System and said that she is excited that they continue to tout Dania Beach as having the first mobile clinic in Broward County. She is excited for the groundbreaking of the Rita Crocket Beach Sports Center that is happening this Saturday at 10:00 a.m. and noted that there will be a lot of raffles and giveaways. She wished everyone a Happy 4th of July.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 9:34 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



City of Dania Beach Human Resources Memorandum

DATE: 7/8/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Health Insurance and other Renewals

Request:

This memo is to serve as background and recommendation for the City's renewal of a Medical, Dental, Vision, and Life Insurance providers, a self-insured Short-Term Disability Plan, Flexible Spending Account and Health Savings Account, and for supplemental benefits for the 2025/2026 plan year. Medical plan design changes, the termination of Headspace, and the implementation of BeyondMed are being requested.

Background:

2025-2026 Background

Although we will have a 17.2% overall health insurance increase this year, we are still below the premium rates that we had in the 19/20 Fiscal Year, because the City has benefitted from four years of reduced premiums and one year of flat renewal. When averaged across the past six years, medical insurance costs have remained stable despite current market conditions.

The broader health insurance market is experiencing substantial increases, driven by inflationary trends, rising prescription drug costs (including GLP-1 medications), and provider network pricing changes. According to the City's benefits consultant, Gehring Group, municipalities of similar size are facing renewal increases ranging from 15% to 25%, significantly higher than the historical 8% to 12%. The Florida Municipal Insurance Trust (FMIT) also reports a loss ratio exceeding 100%, above its target benchmark of 85%.

Internally, the City has experienced a 32% increase in medical claims over the prior year, primarily due to a 40% increase in high-cost claimants among both active employees and pre-Medicare retirees, amounting to approximately \$1.3 million in additional expenses. The City's employee benefits broker, Gehring Group, released a full Request for Proposals (RFP) for both Medical and Dental Insurance, and negotiated the renewals for Vision coverage. All other coverages are in rate guarantees until at least the end of the 2026/2027 plan year and are recommended to be renewed with no changes.

MEDICAL INSURANCE RENEWAL FOR 25/26 PLAN YEAR

The Medical RFP was released to all carriers including FMIT, UHC, Aetna, Cigna, Florida Blue, and AvMed. Due to the City's claims history over the past year, all carriers declined to submit

proposals, except for FMIT as they were not competitive. The original increase from FMIT was at a 23.5% increase, but this was decreased through negotiations and plan design changes to a 19% increase. This increase represents a total increase of \$531,239 per year in annual premium. Of this increase, the City's increase equates to \$428,158 and the team members increase equates to \$103,080 per year (keeping in mind the City pays 84% of employees' premium and two thirds for retirees under 65 premiums). The below represents the Employee's per pay increase for both City's plans:

Plan 005 High-Deductible Plan*

<i>Per Pay</i>			
HIGH DEDUCTIBLE PLAN	CURRENT	NEW	\$ Change
Employee Only	\$50.61	\$62.86	\$12.25
Employee + 1	\$99.80	\$123.96	\$24.15
Employee + Family	\$153.15	\$190.21	\$37.06

Plan design changes include the In-network deductible increasing from \$1,600/\$3,200 (single/family) to \$1,650/\$3,300 due to the IRS changing the qualified high-deductible health plan limits for the upcoming plan year.

Plan 004 Traditional Plan*

<i>Per Pay</i>			
TRADITIONAL PLAN	CURRENT	NEW	\$ Change
Employee Only	\$58.58	\$69.58	\$11.00
Employee + 1	\$115.51	\$137.19	\$21.68
Employee + Family	\$177.25	\$210.53	\$33.28

Plan design changes include the In-network deductible increasing from \$250/\$500 (single/family) to \$500/\$1,000 and out of network deductible increasing from \$500/\$1,000 (single/family) to \$1,000/\$2,000. The out-of-pocket maximum for the in-network out of pocket will increase from \$2,500/\$5,000 (single/family) to \$3,000/\$6,000 and the out of network deductible will increase from \$5,000/\$10,000 (single/family) to \$6,000/\$12,000. Additionally, the copay structure for PCP, specialists, advanced imaging, hospital services, and mental health services will be changing.

**All health insurance deductions are made over 24 paychecks. There are 2 paychecks/year with no deductions.*

OTHER BENEFITS:

- Due to the 2025 IRS deductible minimums, the City will continue to fund a Health Savings Account for current (11) employees and any new participants that elect the High-Deductible Health Plan in accordance with their tier of enrollment. The City contributes half of the applicable deductible, which will increase by \$25 per participant with single coverage and \$50 per participant with family coverage.
- Opt-Out Incentive: The City will increase the annual opt-out incentive from \$4,000 to \$4,760 to align with the overall 19% medical premium increase.

- An RFP was also released for dental insurance in which six (6) different carriers responded, including the City's incumbent Cigna. It is recommended that the City remain with Cigna, and transition from a 3-tier rate system (EE Only, +1, + Family) to a 4-tier rate system (EE Only, + Spouse, + Child(ren), + Family) to give employees more options and more equitably distribute costs. Cigna's increase is 2.5%. The City's cost for this benefit is estimated to be \$144,265 for the 2025/26 plan year based on current enrollment.
- The vision insurance premium will not be changing for the 2025/26 plan year, and the recommendation is to transition from a 3-tier to a 4-tier system for the same reasons as the dental tiers. The cost for this benefit is estimated to be \$16,838 for the 2025/26 plan year based on current enrollment.

Employee Dental Rates per pay period*

	CURRENT	NEW	\$ Change
Employee only	\$2.43	\$2.62	\$0.20
Employee + 1	\$5.80	n/a	-
Employee + Spouse	n/a	\$6.23	\$0.43
Employee + Child(ren)	n/a	\$6.45	\$0.66
Employee + Family	\$8.69	\$8.96	\$0.27

**all health insurance deductions are made over 24 paychecks. There are 2 paychecks/year with no deductions.*

NEW BENEFIT: BEYOND MED REPLACING HEADSPACE

Due to the 1.5%, (low utilization rate) of the newly added benefit, Headspace, in 2024, it is recommended that Beyond Med replace Headspace effective 10/1/25. BeyondMed offers a broader range of discounted elective and wellness services, that not only include mental health and wellness, but multiple other elective procedures, including acupuncture, anti-aging, bariatric, chiropractic, dermatology, fertility, hair restoration, hearing aids, spa (Botox), physical therapy, plastic surgery, surgical vision, vein therapy, veterinary, and weight loss medications. This benefit responds directly to employee interest and will be made available to all eligible employees. Estimated annual cost: \$14,700 (replacing Headspace at \$12,000).

BENEFITS ADMINISTRATION – GEHRING GROUP BROKER AND BENTEK BENEFITS SOFTWARE

The Gehring Group continues to provide strategic guidance, claims management, and employee advocacy and continue to provide the City's electronic benefits administration and enrollment system, Bentek, for employees and retirees, and supports the City's Wellness programs and initiatives, which include our Health Fair and other multiple Wellness events, as part of our overall package, including our Thriving Thursday programs. The Gehring Group also offers employee advocacy, open enrollment support, claims monitoring and reporting, strategy consultation, and more. The City also utilizes Bentek to report monthly and administer retirees through the General Employees Pension and Police and Fire Pension.

Benefits Program History

Over the last 5 years, the City has had 4 decreases to insurance costs and 1 flat renewal. This year's renewal represents an increase, however if we average the City's medical insurance costs over the last 6 years, they have remained flat per the graph below:

TOTAL ANNUAL HEALTH INSURANCE COSTS

The projected annual cost of medical insurance for employees and retirees under 65, for the 2025/2026 plan year is \$3.33 million, with the City contributing 84% of the cost for active employees and 2/3 for non-Medicare retirees, resulting in an annual expenditure of \$2.68 million.

The total cost of all insurance programs concurrent with an October 1 effective renewal date for which the City subsidizes in whole or in part is projected to be \$3.78 million for FY 2025-2026 as shown in the attached Executive Summary. The City's share of the cost is projected to be \$3.09 million, with employees/retirees contributing an estimated \$692,238.

The total insurance program lines of coverage include:

- Medical
- Opt-Out
- HSA
- Dental
- Vision
- Basic Life/AD&D
- LTD
- FSA
- EAP
- FMLA
- Identity Theft
- BeyondMed

Budgetary Impact

The total increase in costs for the proposed renewals is \$450,174, representing a 17.2% increase over the current year. These costs are incorporated into the City's proposed FY 2025/2026 budget.

Recommendation

It is respectfully recommended that the City Commission approve the attached resolution authorizing the renewal and modification of the City's employee health insurance and benefits package for the 2025/2026 plan year, as outlined in this memorandum.

cc: Executive Summary
Medical Plan Design Changes
Premium Rate Comparison
Beyond Med Program Overview

Footnote:

[1] Voluntary lines of insurance (at employee expense) include Voluntary additional life insurance, Preferred Legal/legal assistance, Identity Works (family credit protection), Trustmark (death benefit), AFLAC (cancer policy, critical illness, hospital indemnity and accident)

[2] Other benefits (not health insurance related) paid by City: IDX (credit protection), met-life pet insurance, discount programs, City gym, childcare discounts

City of Dania Beach
Executive Summary
2025/2026 Plan Year Rates



CURRENT
84/16 All Active Tiers

ALTERNATIVE #2
84/16 All Active Tiers

MEDICAL 3-TIER*			2024-2025 Plan Year			2025-2026 Plan Year				
PLAN 1			FMIT Choice Plus HDHP Plan 005			FMIT Choice Plus HDHP Plan 005			Per Pay	
BASE PLAN			Total	Employer	Employee	Total	Employer	Employee	24 Pay ER	24 Pay EE
Employee Only	10		\$632.68	\$531.45	\$101.23	\$785.79	\$660.06	\$125.73	\$330.03	\$62.86
Employee + 1	0		\$1,247.54	\$1,047.93	\$199.61	\$1,549.44	\$1,301.53	\$247.91	\$650.76	\$123.96
Employee + Family	1		\$1,914.39	\$1,608.09	\$306.30	\$2,377.67	\$1,997.24	\$380.43	\$998.62	\$190.21
Retiree Only	2		\$632.68	\$421.79	\$210.89	\$785.79	\$523.86	\$261.93		
Retiree + 1	0		\$1,247.54	\$831.69	\$415.85	\$1,549.44	\$1,032.96	\$516.48		
Retiree + Family	0		\$1,914.39	\$1,276.26	\$638.13	\$2,377.67	\$1,585.11	\$792.56		
ANNUAL PREMIUM	13		\$114,079	\$93,194	\$20,885	\$141,686	\$115,747	\$25,939		
PLAN 2			FMIT Choice Plus Traditional Plan 002			FMIT Choice Plus Traditional Plan 004			Per Pay	
BUY-UP PLAN			Total	Employer	Employee	Total	Employer	Employee	24 Pay ER	24 Pay EE
Employee Only	62		\$732.24	\$615.08	\$117.16	\$869.70	\$730.55	\$139.15	\$365.27	\$69.58
Employee + 1	28		\$1,443.85	\$1,212.83	\$231.02	\$1,714.91	\$1,440.52	\$274.39	\$720.26	\$137.19
Employee + Family	42		\$2,215.63	\$1,861.13	\$354.50	\$2,631.58	\$2,210.53	\$421.05	\$1,105.26	\$210.53
Retiree Only	33		\$732.24	\$488.16	\$244.08	\$869.70	\$579.80	\$289.90		
Retiree + 1	5		\$1,443.85	\$962.57	\$481.28	\$1,714.91	\$1,143.27	\$571.64		
Retiree + Family	6		\$2,215.63	\$1,477.09	\$738.54	\$2,631.58	\$1,754.39	\$877.19		
ANNUAL PREMIUM	176		\$2,682,721	\$2,160,558	\$522,163	\$3,186,352	\$2,566,163	\$620,190		
TOTAL ANNUAL PREMIUM	189		\$2,796,800	\$2,253,752	\$543,048	\$3,328,038	\$2,681,910	\$646,128		
\$ INCREASE/DECREASE			N/A	N/A	N/A	\$531,239	\$428,158	\$103,080		
% INCREASE/DECREASE			N/A	N/A	N/A	19.0%	19.0%	19.0%		
OPT-OUT INCENTIVE			\$4,000 Annually			\$4,760 Annually				
Opt-Out Incentive (\$4,000/\$4,760 Annually)	21		Total \$84,000	Employer \$84,000	Employee \$0	Total \$99,960	Employer \$99,960	Employee \$0		
ANNUAL PREMIUM	21		\$84,000	\$84,000	\$0	\$99,960	\$99,960	\$0		
\$ INCREASE/DECREASE			N/A	N/A	N/A	\$15,960	\$15,960	\$0		
% INCREASE/DECREASE			N/A	N/A	N/A	19.0%	19.0%	0.0%		
HSA ADMINISTRATION										
Single HSA (\$800/\$825)	10		Total \$8,000.00	Employer \$8,000.00	Employee \$0.00	Total \$8,250.00	Employer \$8,250.00	Employee \$0.00		
Family HSA (\$1,600/\$1,650)	1		\$1,600.00	\$1,600.00	\$0.00	\$1,650.00	\$1,650.00	\$0.00		
ANNUAL PREMIUM	11		\$9,600	\$9,600	\$0	\$9,900	\$9,900	\$0		
\$ INCREASE/DECREASE			N/A	N/A	N/A	\$300	\$300	\$0		
% INCREASE/DECREASE			N/A	N/A	N/A	3.1%	3.1%	0.0%		
DENTAL 3-TIER to 4-TIER*			Cigna			Cigna			Per Pay	
			Total	Employer	Employee	Total	Employer	Employee	24 Pay ER	24 Pay EE
Employee Only	73	73	\$30.34	\$25.49	\$4.85	\$32.77	\$27.53	\$5.24	\$13.77	\$2.62
Employee + 1 / Spouse	15	29	\$72.41	\$60.82	\$11.59	\$77.82	\$65.37	\$12.45	\$32.69	\$6.23
Employee + Child(ren)	31	0	N/A	N/A	N/A	\$80.60	\$67.70	\$12.90	\$33.85	\$6.45
Employee + Family	34	51	\$108.62	\$91.24	\$17.38	\$111.96	\$94.05	\$17.91	\$47.02	\$8.96
Retiree Only	52	52	\$30.34	\$20.23	\$10.11	\$32.77	\$21.85	\$10.92		
Retiree + 1 / Spouse	39	40	\$72.41	\$48.27	\$24.14	\$77.82	\$51.88	\$25.94		
Retiree + Child(ren)	1	0	N/A	N/A	N/A	\$80.60	\$53.73	\$26.87		
Retiree + Family	7	7	\$108.62	\$72.41	\$36.21	\$111.96	\$74.64	\$37.32		
ANNUAL PREMIUM	252	252	\$181,065	\$141,209	\$39,856	\$185,617	\$144,265	\$41,352		
\$ INCREASE/DECREASE			N/A	N/A	N/A	\$4,552	\$3,056	\$1,496		
% INCREASE/DECREASE			N/A	N/A	N/A	2.5%	2.2%	3.8%		
VISION 3-TIER to 4-TIER*			EyeMed			EyeMed			Per Pay	
			Total	Employer	Employee	Total	Employer	Employee	24 Pay ER	24 Pay EE
Employee Only	73	73	\$4.39	\$3.69	\$0.70	\$4.39	\$3.69	\$0.70	\$1.84	\$0.35
Employee + 1 / Spouse	26	15	\$8.33	\$7.00	\$1.33	\$8.33	\$7.00	\$1.33	\$3.50	\$0.67
Employee + Child(ren)	0	27	N/A	N/A	N/A	\$8.78	\$7.38	\$1.40	\$3.69	\$0.70
Employee + Family	52	36	\$12.24	\$10.28	\$1.96	\$12.83	\$10.78	\$2.05	\$5.39	\$1.03
Retiree Only	52	52	\$4.39	\$2.93	\$1.46	\$4.39	\$2.93	\$1.46		
Retiree + 1 / Spouse	36	35	\$8.33	\$5.55	\$2.78	\$8.33	\$5.55	\$2.78		
Retiree + Child(ren)	0	1	N/A	N/A	N/A	\$8.78	\$5.85	\$2.93		
Retiree + Family	8	8	\$12.24	\$8.16	\$4.08	\$12.83	\$8.55	\$4.28		
ANNUAL PREMIUM	247	247	\$21,595	\$16,838	\$4,757	\$21,307	\$16,585	\$4,722		
\$ INCREASE/DECREASE			N/A	N/A	N/A	-\$288	-\$253	-\$35		
% INCREASE/DECREASE			N/A	N/A	N/A	-1.3%	-1.5%	-0.7%		
BASIC LIFE/AD&D			New York Life			New York Life				
			Total	Employer	Employee	Total	Employer	Employee		
Basic Life Rate/\$1,000			\$0.180	\$0.180	\$0.000	\$0.180	\$0.180	\$0.000		
Basic AD&D Rate/\$1,000			\$0.020	\$0.020	\$0.000	\$0.020	\$0.020	\$0.000		
Total Rate/\$1,000			\$0.200	\$0.200	\$0.000	\$0.200	\$0.200	\$0.000		
Life and AD&D Volume			\$24,458,500	\$24,458,500	\$24,458,500	\$24,458,500	\$24,458,500	\$24,458,500		
ANNUAL PREMIUM			\$58,700	\$58,700	\$0	\$58,700	\$58,700	\$0		
\$ INCREASE/DECREASE			N/A	N/A	N/A	\$0	\$0	\$0		
% INCREASE/DECREASE			N/A	N/A	N/A	0.0%	0.0%	0.0%		

City of Dania Beach
Executive Summary
2025/2026 Plan Year Rates

LONG-TERM DISABILITY		New York Life			New York Life		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
Total Rate/\$100		\$0.320	\$0.320	\$0.000	\$0.320	\$0.320	\$0.000
Long-Term Disability Volume		\$1,001,980	\$1,001,980	\$1,001,980	\$1,001,980	\$1,001,980	\$1,001,980
ANNUAL PREMIUM		\$38,476	\$38,476	\$0	\$38,476	\$38,476	\$0
\$ INCREASE/DECREASE		N/A	N/A	N/A	\$0	\$0	\$0
% INCREASE/DECREASE		N/A	N/A	N/A	0.0%	0.0%	0.0%
FSA		Ameriflex			Ameriflex		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
PEPM	18	\$4.95	\$4.95	\$0.00	\$4.95	\$4.95	\$0.00
ANNUAL PREMIUM		\$1,239	\$1,239	\$0	\$1,239	\$1,239	\$0
\$ INCREASE/DECREASE		N/A	N/A	N/A	\$0	\$0	\$0
EAP		Managed Care Concepts			Managed Care Concepts		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
PEPM	175	\$2.00	\$2.00	\$0.00	\$2.00	\$2.00	\$0.00
ANNUAL PREMIUM		\$4,200	\$4,200	\$0	\$4,200	\$4,200	\$0
\$ INCREASE/DECREASE		N/A	N/A	N/A	\$0	\$0	\$0
FMLA & ABSENCE MGMT		Work & Well			Work & Well		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
PEPM	175	\$1.79	\$1.79	\$0.00	\$1.79	\$1.79	\$0.00
ANNUAL PREMIUM		\$3,759	\$3,759	\$0	\$3,759	\$3,759	\$0
\$ INCREASE/DECREASE		N/A	N/A	N/A	\$0	\$0	\$0
ID THEFT		IDX			IDX		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
PEPM	170	\$6.21	\$6.21	\$0.00	\$6.21	\$6.21	\$0.00
ANNUAL PREMIUM		\$12,668	\$12,668	\$0	\$12,668	\$12,668	\$0
\$ INCREASE/DECREASE		N/A	N/A	N/A	\$0	\$0	\$0
HEADSPACE		Headspace			Headspace		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
Annual Flat Fee	62 0	\$12,000	\$12,000	\$0.00	NO LONGER OFFERED		
ANNUAL PREMIUM		\$12,000	\$12,000	\$0			
\$ INCREASE/DECREASE		N/A	N/A	N/A	N/A	N/A	N/A
BEYONDMED		BeyondMed			BeyondMed		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
PEPM	175	NOT CURRENTLY OFFERED			\$7.00	\$7.00	\$0.00
ANNUAL PREMIUM					\$14,700	\$14,700	\$0
\$ INCREASE/DECREASE		N/A	N/A	N/A	\$14,700	\$14,700	\$0
TOTAL PROGRAM SUMMARY		Current			Renewal		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
TOTAL MONTHLY PREMIUM		\$268,661	\$219,689	\$48,972	\$314,866	\$257,183	\$57,684
TOTAL ANNUAL PREMIUM		\$3,223,933	\$2,636,272	\$587,661	\$3,778,396	\$3,086,193	\$692,203
\$ INCREASE		N/A	N/A	N/A	\$554,463	\$449,921	\$104,542
% INCREASE		N/A	N/A	N/A	17.2%	17.1%	17.8%

*Enrollment is for illustrative purposes only. Total premium will change based on final enrollment.

CURRENT					ALTERNATIVE #2					
Schedule of Benefits			FMIT - UHC		FMIT - UHC		FMIT - UHC		FMIT - UHC	
			Choice Plus Traditional Plan 002		Choice Plus HDHP Plan 005		Choice Plus Traditional Plan 004		Choice Plus HDHP Plan 005	
Lifetime Maximum			Unlimited		Unlimited		Unlimited		Unlimited	
			In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Calendar Year Deductible (CYD)										
Single			\$250	\$500	\$1,600	\$2,500	\$500	\$1,000	\$1,650	\$2,500
Family			\$500	\$1,000	\$3,200	\$5,000	\$1,000	\$2,000	\$3,300	\$5,000
Coinsurance (Member Responsibility)			10%	30%	10%	30%	20%	30%	10%	30%
Out-of-Pocket Maximum			Includes All Costs		Includes All Costs		Includes All Costs		Includes All Costs	
Single			\$2,500	\$5,000	\$3,750	\$7,500	\$3,000	\$6,000	\$3,750	\$7,500
Family			\$5,000	\$10,000	\$7,500	\$15,000	\$6,000	\$12,000	\$7,500	\$15,000
Non-Hospital Services										
Primary Care Physician Office Visit			\$15	30% after CYD	10% after CYD	30% after CYD	\$25	30% after CYD	10% after CYD	30% after CYD
Specialist Office Visit			\$30	30% after CYD	10% after CYD	30% after CYD	\$50	30% after CYD	10% after CYD	30% after CYD
Virtual Visits			No Charge	Not Covered	\$0 after CYD	Not Covered	No Charge	Not Covered	\$0 after CYD	Not Covered
Preventive Services			No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Laboratory Services (Independent Clinical Lab)			No Charge	30% after CYD	10% after CYD	30% after CYD	No Charge	30% after CYD	10% after CYD	30% after CYD
Advanced Imaging - CT, PET, MRI			\$100	30% after CYD	10% after CYD	30% after CYD	20% after CYD	30% after CYD	10% after CYD	30% after CYD
Urgent Care Center			\$50	30% after CYD	10% after CYD	30% after CYD	\$50	30% after CYD	10% after CYD	30% after CYD
Hospital Services										
Inpatient			10% after CYD	30% after CYD	10% after CYD	30% after CYD	20% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient			\$100	30% after CYD	10% after CYD	30% after CYD	20% after CYD	30% after CYD	10% after CYD	30% after CYD
Physician Services			10% after CYD	30% after CYD	10% after CYD	30% after CYD	20% after CYD	30% after CYD	10% after CYD	30% after CYD
Emergency Room			\$125		10% after CYD	10% after INN CYD	\$150		10% after CYD	10% after INN CYD
Mental Health/Substance Abuse Services										
Inpatient			10% after CYD	30% after CYD	10% after CYD	30% after CYD	20% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient Office Visit			\$15	30% after CYD	10% after CYD	30% after CYD	\$25	30% after CYD	10% after CYD	30% after CYD
Prescription Drug Benefit					(Rx Copays After CYD)				(Rx Copays After CYD)	
Generic Drugs			\$10	Tier 1-3 Copay +	\$10	Tier 1-3 Copay +	\$10	Tier 1-3 Copay +	\$10	Tier 1-3 Copay +
Formulary Drugs			\$35	any amount over	\$35	any amount over	\$35	any amount over	\$35	any amount over
Non-Formulary Drugs			\$60	the allowed	\$60	the allowed	\$60	the allowed	\$60	the allowed
Specialty Drugs / Injectables			Tier 1-3	amount	Tier 1-3	amount	Tier 1-3	amount	Tier 1-3	amount
Mail Order - 90 Day Supply			2.5x Retail Copay	Not Covered	2.5x Retail Copay	Not Covered	2.5x Retail Copay	Not Covered	2.5x Retail Copay	Not Covered
Monthly Rates - Active/Pre-65 Retiree			P2	P5						
Employee Only			95	12	\$732.24		\$869.70		\$785.79	
Employee + 1			33	0	\$1,443.85		\$1,714.91		\$1,549.44	
Employee + Family			48	1	\$2,215.63		\$2,631.58		\$2,377.67	
Monthly Premium			176	13	\$223,560		\$265,529		\$11,807	
Annual Premium			189		\$2,682,721		\$3,186,352		\$141,686	
Annual Opt-Out Incentive Expense			21		\$84,000		\$99,960			
Total Monthly Premium*					\$233,067		\$277,337			
Total Annual Premium					\$2,880,800		\$3,427,998			
\$ Change					N/A		\$547,199			
% Change					N/A		19.0%			

*Total Monthly Premium Does Not Included Opt-Out Cost.

City of Dania Beach
Wellness Program Support Evaluation
Effective Date: October 1, 2025

CURRENT		RENEWAL
Schedule of Benefits		FMIT
Eligibility	Employees on the FMIT Medical Plan	Employees on the FMIT Medical Plan
Funding	FMIT will not be providing an independent wellness fund, but will continue to offer Hometown Health (Wellness portal and programming) and corresponding gift card incentives valued over \$120,000	FMIT will not be providing an independent wellness fund, but will continue to offer Hometown Health (Wellness portal and programming) and corresponding gift card incentives valued over \$120,000
Dedicated Wellness Coordinator (Y/N)	Y	Y
Wellness Coordinator Duties	- Organize Events - Targeted Communications	- Organize Events - Targeted Communications
Wellness Screenings/Onsite Clinics	Biometrics (non-members can access onsite biometric screenings at the contracted rate, billed separately) Flu Shot	Biometrics (non-members can access onsite biometric screenings at the contracted rate, billed separately) Flu Shot
Executive Wellness Screenings (Y/N)	Wellness Screenings are provided to all eligible employees who are on the FMIT medical plans. This is provided at no cost to the City.	Wellness Screenings are provided to all eligible employees who are on the FMIT medical plans. This is provided at no cost to the City.
Program Menu	Health Coaching is available for all eligible employees. They are able to provide support with: Weight Management, Tobacco cessation, Nutrition, Exercise, Stress management, and Emotional health. Virtual/In-person educational presentations/webinars are also made available to the City via FMIT's Care24 program and Onsite Health Coach. HTH Advantage is available to members that manage a chronic condition such as diabetes, asthma or coronary artery disease, a member of the United Healthcare team may reach out to them to help identify recommendations to supplement or support their care.	Health Coaching is available for all eligible employees. They are able to provide support with: Weight Management, Tobacco cessation, Nutrition, Exercise, Stress management, and Emotional health. Virtual/In-person educational presentations/webinars are also made available to the City via FMIT's Care24 program and Onsite Health Coach. HTH Advantage is available to members that manage a chronic condition such as diabetes, asthma or coronary artery disease, a member of the United Healthcare team may reach out to them to help identify recommendations to supplement or support their care.
Wellness Challenges/Campaigns	Three wellness challenges are offered annually through FMIT's dedicated Hometown Health portal every program year. Challenges vary year to year (examples: Invitational-Team Steps, Rethink Your Drink-Hydration, Five to Thrive- Nutrition, etc).	Three wellness challenges are offered annually through FMIT's dedicated Hometown Health portal every program year. Challenges vary year to year (examples: Invitational-Team Steps, Rethink Your Drink-Hydration, Five to Thrive- Nutrition, etc).
Marketing/Promotional Materials	All promotional/marketing materials are provided by HTH and UHC Coach. Flyers, Brochures, Email Templates for Email Blasts, Newsletters, and targeted email communications.	All promotional/marketing materials are provided by HTH and UHC Coach. Flyers, Brochures, Email Templates for Email Blasts, Newsletters, and targeted email communications.
Health Fair	HTH Wellness Staff Member and Onsite UHC Health Coach are available to attend health/wellness fairs to promote participation and engagement in wellness programs and connect/answer questions about the various tools and resources that are available. Onsite wellness presentations are open to all City employees.	HTH Wellness Staff Member and Onsite UHC Health Coach are available to attend health/wellness fairs to promote participation and engagement in wellness programs and connect/answer questions about the various tools and resources that are available. Onsite wellness presentations are open to all City employees.

City of Dania Beach
Dental Insurance Evaluation - 4-Tier Option
Effective Date: October 1, 2025

A RISK STRATEGIES COMPANY

CURRENT			BAFO RENEWAL	
Schedule of Benefits	Cigna Total DPPO		Cigna Total DPPO	
Plan Basics	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	\$2,000		\$2,000	
Orthodontic Lifetime Max	\$1,000		\$1,000	
Deductibles				
Single	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150
Deductible Waived for Preventive Services?	Yes	Yes	Yes	Yes
Benefits				
Class 1 - Preventive / Diagnostic	100%	100%	100%	100%
Class 2 - Basic Services	80%	80%	80%	80%
Class 3 - Major Services	50%	50%	50%	50%
Class 4 - Orthodontia (Up to Age 19)	50%	50%	50%	50%
Waiting Period				
Class 3 - Major Services	None		None	
Class 4 - Orthodontia (Up to Age 19)	None		None	
Coverage Clarification				
Endodontic and Periodontic are Covered as:	Class 2 Services		Class 2 Services	
Out of Network Benefits Payable Level	80% of UCR		80% of UCR	
Participation Requirement	65%		65%	
Rate Guarantee	Year 2 of 2: Expires 9/30/2025		Year 1 of 1: Expires 9/30/2026	
Monthly Rates	3T	4T		
Employee	125	125	\$30.34	
Employee + 1/ EE + Spouse	69	54	\$72.41	
Employee + Child(ren)	0	32	N/A	
Employee + Family	58	41	\$108.62	
Monthly Premium	252	252	\$15,089	
Annual Premium			\$181,065	
\$ Change			N/A	
% Change			N/A	

CURRENT			RENEWAL	
Schedule of Benefits	EyeMed		EyeMed	
	In Network	Out of Network	In Network	Out of Network
Frequency (Exam/Lenses/Frames)	12 / 12 / 12 Months		12 / 12 / 12 Months	
<u>Services</u>	Copay	Reimbursement	Copay	Reimbursement
Eye Exam	\$0/\$15 Copay	Up to \$40	\$0/\$15 Copay	Up to \$40
Materials	\$15 Copay	N/A	\$15 Copay	N/A
<u>Lenses</u>	Copay	Reimbursement	Copay	Reimbursement
Single Lenses	\$15 Copay	Up to \$30	\$15 Copay	Up to \$30
Bifocal Lenses	\$15 Copay	Up to \$50	\$15 Copay	Up to \$50
Trifocal Lenses	\$15 Copay	Up to \$70	\$15 Copay	Up to \$70
<u>Contact Lenses & Frames</u>	Allowance	Reimbursement	Allowance	Reimbursement
Frames	Up to \$100/\$150; 20% off Balance	Up to \$70	Up to \$100/\$150; 20% off Balance	Up to \$70
Contact Lenses (Elective)	Up to \$120; 15% off Balance	Up to \$84	Up to \$120; 15% off Balance	Up to \$84
Medically Necessary	Paid in Full	Up to \$300	Paid in Full	Up to \$300
Rate Guarantee	Year 4 of 4: Expires 9/30/2025		Year 1 of 4: Expires 9/30/2029	
Monthly Rates	3T	4T		
Employee	125	125	\$4.39	
Employee + 1	62	50	\$8.33	
Employee + Child(ren)	0	28	\$8.78	
Employee + Family	60	44	\$12.83	
Monthly Premium	247	247	\$1,800	
Annual Premium			\$21,595	
\$ Change			N/A	
% Change			N/A	
			-1.3%	

	CURRENT	RENEWAL
Basic Life / AD&D	New York Life	New York Life
Class Description		
Class 1 – F/T EE Working At Least 30 Hours/Week, Excluding Officials/Commissioners	2 X Salary to a maximum of \$200,000 in increments of \$1,000	2 X Salary to a maximum of \$200,000 in increments of \$1,000
Class 2 – Elected Officials or Commissioners	2 X Salary to a maximum of \$200,000 in increments of \$1,000	2 X Salary to a maximum of \$200,000 in increments of \$1,000
Class 5 – Retiree	\$5,000	\$5,000
Features		
Waiver of Premium	Included	Included
Conversion Privileges	Included	Included
Accelerated Benefit	75% to Max of Basic Life Benefit	75% to Max of Basic Life Benefit
Age Reduction Schedule (Reduced to):	50% at age 70	50% at age 70
Rate Guarantee	Year 1 of 3: Expires 9/30/2027	Year 2 of 3: Expires 9/30/2027
Monthly Rates		
Basic Life Rate / \$1,000	\$0.180	\$0.180
AD&D Rate / \$1,000	\$0.020	\$0.020
Total Life and AD&D Rate	\$0.200	\$0.200
Estimated Life Volume	\$24,458,500	\$24,458,500
Estimated AD&D Volume	\$24,458,500	\$24,458,500
Total Monthly Premium	\$4,892	\$4,892
Total Annual Premium	\$58,700	\$58,700
\$ Change	N/A	\$0
% Change	N/A	0.0%

	CURRENT	RENEWAL
Benefit	New York Life	New York Life
Active Employees	\$10,000 to \$200,000 in \$10,000 increments	\$10,000 to \$200,000 in \$10,000 increments
Spouse	\$5,000 up \$50,000 in \$5,000 increments (cannot exceed 100% of EE amount)	\$5,000 up \$50,000 in \$5,000 increments (cannot exceed 100% of EE amount)
Child	Birth - 6 Months: \$500 6 Months - 26: \$5,000	Birth - 6 Months: \$500 6 Months - 26: \$5,000
Guaranteed Issue		
Employee	\$150,000 or 7x salary, whichever is less	\$150,000 or 7x salary, whichever is less
Spouse	\$30,000	\$30,000
Other Policy Provisions		
Age Reduction (Reduced to):	50% at age 70	50% at age 70
Conversion	Included	Included
Waiver of Premium	Included	Included
Participation Requirement	20%	20%
Rate Guarantee	Year 1 of 3: Expires 9/30/2027	Year 2 of 3: Expires 9/30/2027
EE / SP Rates (per \$1,000)		
<30	\$0.090	\$0.090
30 - 34	\$0.100	\$0.100
35 - 39	\$0.140	\$0.140
40 - 44	\$0.210	\$0.210
45 - 49	\$0.380	\$0.380
50 - 54	\$0.580	\$0.580
55 - 59	\$0.940	\$0.940
60 - 64	\$1.070	\$1.070
65 - 69	\$1.510	\$1.510
70+	\$3.520	\$3.520
Child	\$0.170	\$0.170

*Spouse Coverage ends at age 70.

*Spouse Coverage ends at age 70.

City of Dania Beach
Short-Term Disability Insurance Evaluation
Effective Date: October 1, 2025

CURRENT				RENEWAL		
Benefit	Maxon Companies			Maxon Companies		
Plan Option	Option 1	Option 2	Option 3	Option 1	Option 2	Option 3
Weekly Benefit	50% of weekly earnings	50% of weekly earnings	60% of weekly earnings	50% of weekly earnings	50% of weekly earnings	60% of weekly earnings
Maximum Benefit	\$300	\$300	\$400	\$300	\$300	\$400
Elimination Period (Injury / Illness)	0 / 7	30 / 30	90 / 90	0 / 7	30 / 30	90 / 90
Minimum Benefit	Unavailable			Unavailable		
Maximum Benefit Period (Injury / Illness)	26 weeks	52 weeks	52 weeks	26 weeks	52 weeks	52 weeks
Paid Time Offset	Plan does not pay a benefit if receiving paid time (including sick, vacation, PTO, etc.)			Plan does not pay a benefit if receiving paid time (including sick, vacation, PTO, etc.)		
Take-Over/Run-Out Fee	N/A			N/A		
Rate Guarantee	Ongoing			Ongoing		
Rates						
PEPM 164	\$4.25			\$4.25		
Monthly Premium	\$697			\$697		
Annual Premium	\$8,364			\$8,364		
\$ Change	N/A			\$0		
% Change	N/A			0.0%		

City of Dania Beach
Long Term Disability Insurance Evaluation
Effective Date: October 1, 2025



	CURRENT	RENEWAL
Long Term Disability	New York Life	New York Life
Eligibility	All, Active Full-Time Employee Working 30 or More Hours Per Week	All, Active Full-Time Employee Working 30 or More Hours Per Week
Benefit	60% of monthly earnings	60% of monthly earnings
Elimination Period	180 Days	180 Days
Own Occupation Period	24 Months	24 Months
Duration of Benefit	SSNRA	SSNRA
Maximum Monthly Benefit	\$5,000	\$5,000
Pre-Existing Condition Limitation	3/12	3/12
Rate Guarantee Period	Year 1 of 3: Expires 9/30/2027	Year 2 of 3: Expires 9/30/2027
LTD Rate / \$100	\$0.320	\$0.320
Estimated Volume	\$1,001,980	\$1,001,980
Monthly Premium	\$3,206	\$3,206
Annual Premium	\$38,476	\$38,476
\$ Change	N/A	\$0
% Change	N/A	0.0%

City of Dania Beach
Flexible Spending Account Evaluation
Effective Date: October 1, 2025

RISK
strategies

GEHRING
GROUP
A RISK STRATEGIES COMPANY

		CURRENT	RENEWAL
		Ameriflex	Ameriflex
Debit Card Fee		\$0	\$0
Setup Fee(s)		N/A	N/A
Annual Renewal Fee		\$170	\$170
Processing of Reimbursements (Weekly, Daily)		Daily	Daily
Claims Submission Method		Online, Email, Fax, Mail	Online, Email, Fax, Mail
Mailed Account Statements (Per Paper Invoice)		\$5	\$5
Enrollment Meetings (In-Person)		Included; Cost Dependent on Location	Included; Cost Dependent on Location
Enrollment Kits (Paper, Electronic)		Electronic	Electronic
Web Administration		Included	Included
Reporting Capabilities		Reporting on a Monthly Basis; Standard reporting includes: - Card Generation Report - Payroll Deduction Report - Enrollment Report - Reconciliation Account Balance Report - Transaction Report	Reporting on a Monthly Basis; Standard reporting includes: - Card Generation Report - Payroll Deduction Report - Enrollment Report - Reconciliation Account Balance Report - Transaction Report
Section 125 Document Fee		Included	Included
Non-Discrimination Testing		Included	Included
Run-Out		N/A	N/A
Dedicated Account Representative		N/A	N/A
Monthly Premium	EE's		
Rate Guarantee		Ongoing	Ongoing
PEPM Rate (Full Purpose FSA)*	17	\$4.95	\$4.95
PEPM Rate (Limited Purpose FSA)*	1	\$4.95	\$4.95
Monthly Premium	18	\$89	\$89
Annual Premium**		\$1,239	\$1,239
\$ Change		N/A	\$0
% Change		N/A	0.0%

*\$60 Minimum.
**Includes Annual Renewal Fee.

*\$60 Minimum.
**Includes Annual Renewal Fee.

City of Dania Beach
Health Savings Account Evaluation
Effective Date: October 1, 2025

	CURRENT	RENEWAL
General Information	Ameriflex	Ameriflex
Administration fee if paid by account holder	\$1.95	\$1.95
Administration fee if paid by employer	\$1.95	\$1.95
Account setup fee	\$0.00	\$0.00
Debit card daily spending limit	\$5,000.00	\$5,000.00
Debit card additional/replacement cost	\$0.00	\$0.00
Brokerage account fees	\$0.00	\$0.00
Excess contribution adjustments	\$0.00	\$0.00
Fee to Transfer	N/A	N/A
Minimum balance	\$0.00	\$0.00
Interest rate (subject to change)	Interest rates change frequently but this information is available upon request.	Interest rates change frequently but this information is available upon request.
Account closure fee	\$25.00	\$25.00
Wire transfer	Y	Y
Investment fund options	Y	Y
Investment threshold	\$1,000.00	\$1,000.00
Customer service phone number	888-868-3539	888-868-3539
Web address	MyAmeriflex.com	MyAmeriflex.com
Location	Texas	Texas
Banking	N/A	N/A
HSA access at ATMs? (Y/N)	Y	Y
HSA access at bank branches? (Y/N)	Y	Y
HSA paper checks? (Y/N)	Y	Y
HSA website for employers? (Y/N)	Y	Y
Online employee enrollment? (Y/N)	Y	Y
HSA website for account holders? (Y/N)	Y	Y
Run-Out	N/A	N/A
Rate Guarantee	Ongoing	Ongoing

City of Dania Beach
Employee Assistance Program Evaluation
Effective Date: October 1, 2025

	CURRENT	RENEWAL
	Managed Care Concepts	Managed Care Concepts
Eligibility		
Eligibility Criteria	All Employees & Family Members	All Employees & Family Members
Services Included in Pricing		
Number of Sessions per Issue	Eight (8)	Eight (8)
Unlimited Telephonic Consultation	Included	Included
On-Site/Virtual Training Hours	Included	Included
Wellness Seminars	Included	Included
Program Features Included in Pricing		
Online Services	Included	Included
Management Referrals	Included	Included
Employee Communication Materials	Included	Included
Utilization Reporting Frequency	Included	Included
Assessment, Consultation and Referral Specialty Included in Pricing		
Emotional/Psychological Problems	Included	Included
Family/Relationship Problems	Included	Included
Alcohol/Drug Abuse Problems	Included	Included
Legal/Financial Problems	Included	Included
Underperforming Employee Problems	Included	Included
Monthly Premium EE's		
Rate Guarantee	Ongoing	Ongoing
PEPM Rate 175	\$2.00	\$2.00
Monthly Premium	\$350	\$350
Annual Premium	\$4,200	\$4,200
\$ Change	N/A	\$0
% Change	N/A	0.0%

City of Dania Beach
FMLA & Absence Management Evaluation
Effective Date: October 1, 2025

	CURRENT	RENEWAL
	Work & Well	Work & Well
Implementation Timeline	40-60 days	40-60 days
Implementation Fee (if applicable)	\$2,495.00	\$2,495.00
Dedicated/Assigned Case Manager	Included - Dedicated Case Manager, Client Leave Specialist and Account Manager	Included - Dedicated Case Manager, Client Leave Specialist and Account Manager
Claim Take-Over & Manage Process	\$200 - Up to 55 cases	\$200 - Up to 55 cases
Technology Platform	Included	Included
Intake Process/Submission	Employee contacts Work & Well and HR can monitor through portal.	Employee contacts Work & Well and HR can monitor through portal.
Employer Process for Intake/Submission	HR can call or open a claim through the portal.	HR can call or open a claim through the portal.
Verify Eligibility Requirements Process	Included	Included
Employee Correspondence (Approval / Denial) and Tracking	Included	Included
Intermittent Leave Tracking Process	Included	Included
Return to Work Coordination	Included	Included
Return to Work ADA Review / Accommodations	Included	Included
Coordinate with Worker's Compensation	Included	Included
Coordinate with Disability	Included	Included
Compliance	Included	Included
Hold Harmless / Indemnification Clause	Included	Included
Eligibility (Electronic) Data Feeds	Included	Included
Reporting of Approval / Denial Timeframe	Included	Included
Clinical Review Process	Included	Included
Review Policy and Procedure	Included	Included
HR Staff, Mgr and Supervisor Training / Support	Included	Included
In-person Trainings	Included - R&C travel expenses may apply.	Included - R&C travel expenses may apply.
IVR System (24/7)	Included	Included
Daily Absence Tracking (Included or Additional Fee)	Included	Included
ADA Administration and Tracking (Included or Additional Fee)	Included	Included
Non-FML Medical Tracking (Included or Additional Fee)	Included	Included
Other Fees (if applicable)	If the number of cases >55 per year, an overage charge of \$250.00/case will apply.	If the number of cases >55 per year, an overage charge of \$250.00/case will apply.
Monthly Premium EE's		
Rate Guarantee	Year 1 of 3: Expires 9/30/2027	Year 2 of 3: Expires 9/30/2027
PEPM Rate 175	\$1.79	\$1.79
Monthly Premium	\$313	\$313
Annual Premium	\$3,759	\$3,759

City of Dania Beach
ID Theft Plan Evaluation

Effective Date: October 1, 2025

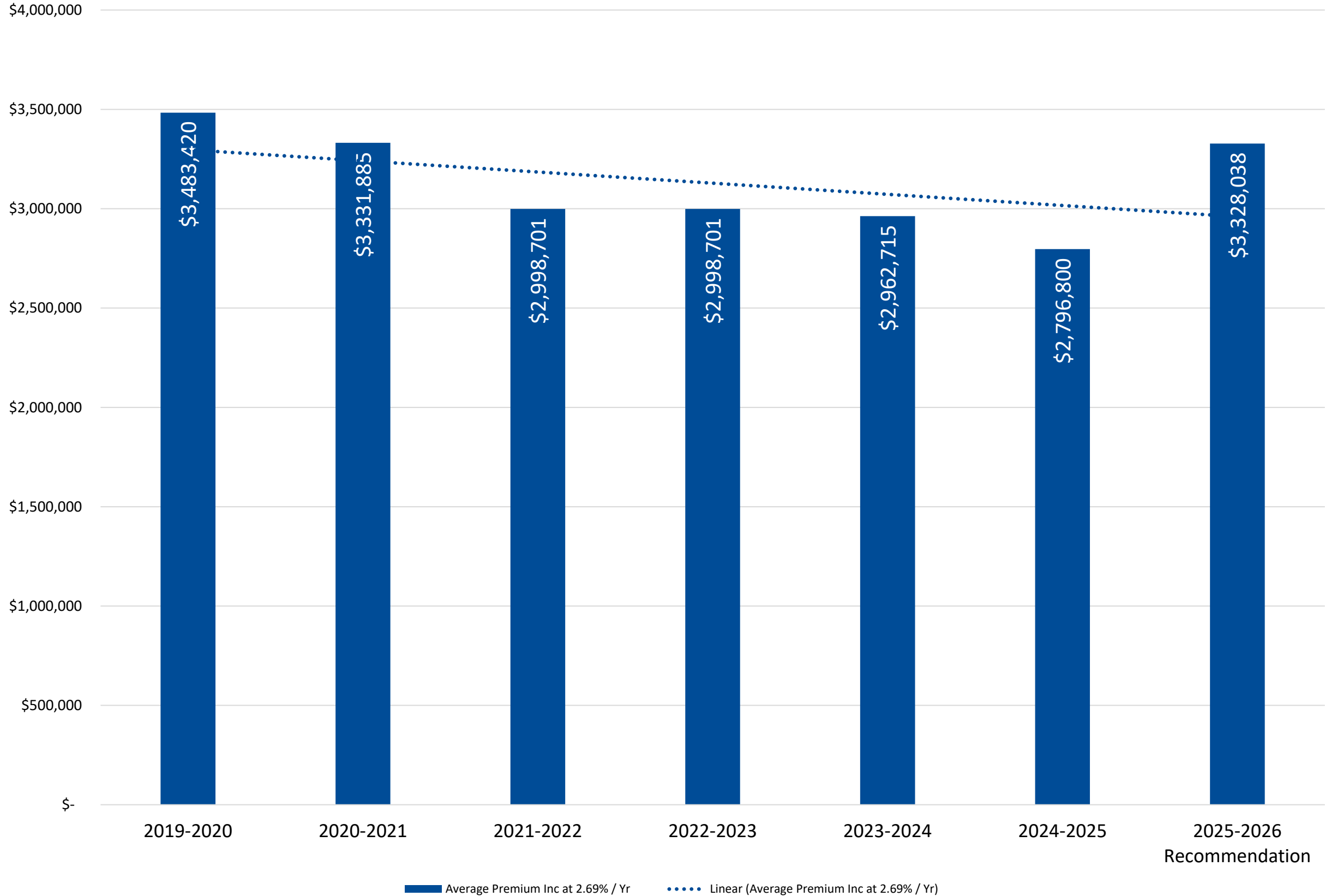
		CURRENT	RENEWAL
ID Theft		IDX IDX Complete	IDX IDX Complete
Service			
Concierge Support		Included	Included
Alerts		Included	Included
Mobile App		Included	Included
Monitoring			
3B Credit Monitoring/Report		Included	Included
Credit Lock		Included	Included
CyberScan Dark Web		Included	Included
Court Record		Included	Included
Payday Loans		Included	Included
Social Security Trace		Included	Included
Privacy Protection			
Social Media		Included	Included
Password Detective/Manager		Included	Included
Tracking Blocker		Included	Included
Safe Wifi		Included	Included
ID Theft Event Coverage			
Personal Expense		\$1M	\$1M
Lawyer Expert Coverage		\$1M	\$1M
Recovery			
Unlimited Assistance from Recovery Specialists		Included	Included
Complete Recovery		Included	Included
Limited Power of Attorney		Included	Included
Dedicated Recovery Specialist		Included	Included
Pre-Existing Conditions Covered		Included	Included
Lost Wallet		Included	Included
Rate Guarantee		Expires 9/30/2025	Year 1 of 2: Expires 9/30/2027
Monthly Premium (ER Paid)	EE		
Employee Only	170	\$6.21	\$6.21
Monthly Premium		\$1,056	\$1,056
Annual Premium		\$12,668	\$12,668

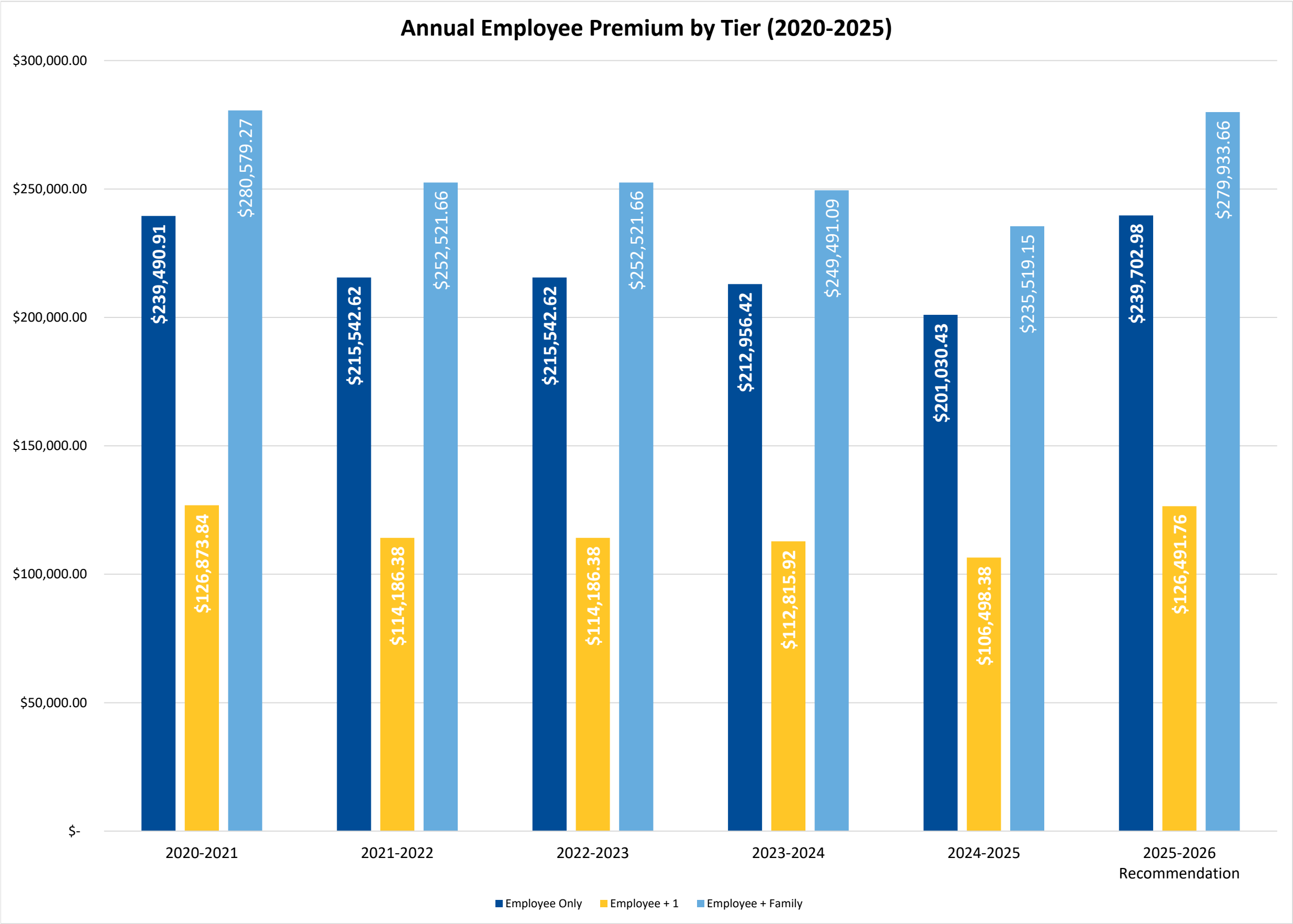
Buy-Up EE Paid Option (Monthly)			
ER Paid IDX Complete Individual to IDX Complete Family		\$16.29	\$16.29

CURRENT		RENEWAL
General Information	MetLife	MetLife
Deductible	Annual deductible options: \$0 - \$750 (in \$50 increments); \$1,000; \$1,250; \$1,500; \$2,000; \$2,500.	Annual deductible options: \$0 - \$750 (in \$50 increments); \$1,000; \$1,250; \$1,500; \$2,000; \$2,500.
Maximum Annual Benefit	Annual benefit limits from \$500, \$1,000 - \$25,000 in \$1,000 increments. Unlimited annual limit plans are also available.	Annual benefit limits from \$500, \$1,000 - \$25,000 in \$1,000 increments. Unlimited annual limit plans are also available.
Reimbursement	Reimbursement Options: 90%; 80%; 70%; 50%.	Reimbursement Options: 90%; 80%; 70%; 50%.
Wellness Exams	Included with Preventive Care Rider.	Included with Preventive Care Rider.
Preventive Dental Cleanings	Included with Preventive Care Rider.	Included with Preventive Care Rider.
Vaccinations	Included with Preventive Care Rider.	Included with Preventive Care Rider.
Spay/Neuter	Spay/Neuter is not included in their Accident and Illness plan. However, if related to an illness, a spay/neuter procedure can be covered. Spay/Neuter is covered under the preventative care benefit. Pregnancy is included in our Accident and Illness plan. However, pregnancy for breeding is not included.	Spay/Neuter is not included in their Accident and Illness plan. However, if related to an illness, a spay/neuter procedure can be covered. Spay/Neuter is covered under the preventative care benefit. Pregnancy is included in our Accident and Illness plan. However, pregnancy for breeding is not included.
Routine Blood Tests	Included with Preventive Care Rider.	Included with Preventive Care Rider.
X-Rays, MRIs and CT Scans	Included	Included
Serious/Chronic Illnesses, Including Cancer and Diabetes	Included	Included
Surgeries and Hospitalization	Included	Included
Injuries, Including Cuts, Sprains and Broke Bones	Included	Included
Hereditary and Congenital Conditions	Included	Included
Prescription Medications and Therapeutic Diets	Included	Included
Heart-Worm Testing and Prevention	Included with Preventive Care Rider.	Included with Preventive Care Rider.
Flea and Tick Prevention	Included with Preventive Care Rider.	Included with Preventive Care Rider.
Waiting Period for Eligibility	An employee only has to be an active employee of the company, not actively at work.	An employee only has to be an active employee of the company, not actively at work.
Pre-Existing Conditions	The lookback period is anything diagnosed or treated prior to the end of the waiting period. If member had prior coverage with another provider, pre-existing conditions wouldn't apply if those conditions were covered by prior provider.	The lookback period is anything diagnosed or treated prior to the end of the waiting period. If member had prior coverage with another provider, pre-existing conditions wouldn't apply if those conditions were covered by prior provider.
Minimum Participation Requirement	None	None
Rates	Rates Vary Dependent on Breed, Age of Pet, Zip Code and Plan Design Selected.	Rates Vary Dependent on Breed, Age of Pet, Zip Code and Plan Design Selected.

City of Dania Beach
6-Year Medical Plan Year Annual Premium Trend

Total Annual Premium Based on Current Enrollment (2019-2025)







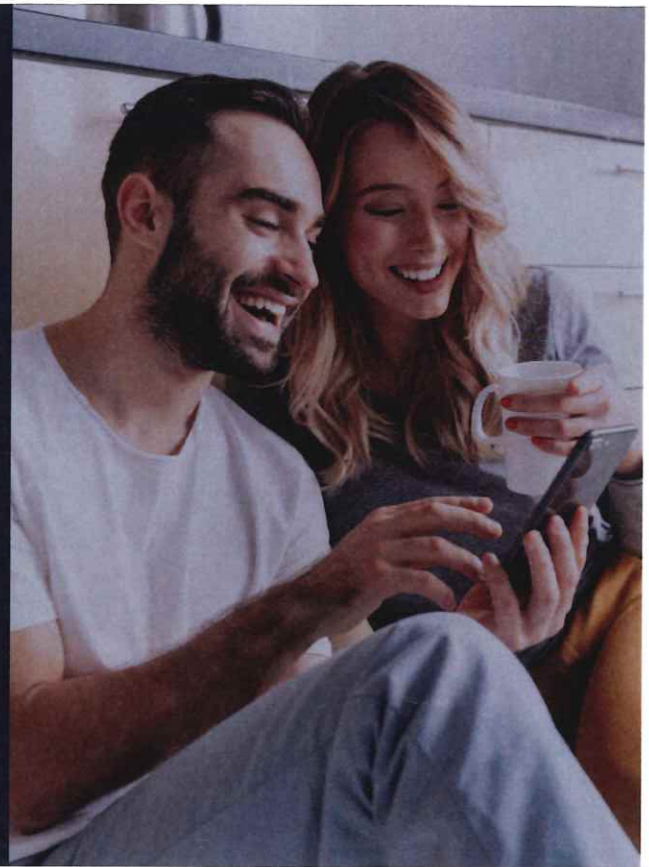
Proposal

Submitted By:

Prepared for:

Eligible Enrollees:

Effective Date:



MEMEBERSHIP STRUCTURES AND FEES

Employee Monthly:

Employee & Family Monthly:

Rate Type:

HOW IT WORKS

01. Sign Up

Enroll through your ben admin system/ the same way you enroll in your other benefits!

02. Select A Provider

Search from our extensive list of board-certified doctors and licensed providers, or let us help you find one!

03. Start Saving

Save on your desired services effective immediately when you show your ID card at your appointment.

For additional information and assistance with enrolling, please contact our team at info@beyondmedplans.com or your Beyond Med representative.

Beyond Med Plans Inc. ("BMP") is not insurance. BMP provides discounts at certain health care providers for medical services. BMP does not make payments directly to the providers of medical services. BMP members are obligated to pay for all health care services but will receive a discount from those health care providers who have contracted with BMP. Beyond Med Plans Inc. is a licensed Discount Plan Organization which is administered from 3050 Biscayne Blvd. Suite 904, Miami, FL 33137.



Review of Benefits

What is Beyond Med?

Beyond Med is a licensed discount plan organization (DPO). A DPO is an easy-to-use, affordable method to gain access to medical services without using traditional health benefits. What differentiates Beyond Med is that it provides access to elective health care procedures that customary health benefits do not address.

What does Beyond Med offer?

With your Beyond Med membership you will enjoy quality treatments and will save an average of 20% or more on numerous procedures by our participating providers! There are no limitations to the number of times you can get discounts on services with participating providers.

	Acupuncture		Mental Wellness
	Anti-Aging		Med Spa
	Bariatric		Physical Therapy
	Chiropractic		Plastic Surgery
	Dermatology		Surgical Vision
	Fertility		Vein Therapy
	Hair Restoration		Veterinary
	Hearing		Weight Loss

Beyond Med is an excellent add-on to your health benefits, as the plan may be used for discounts on elective treatments, which are normally not be covered.

No Double Dipping. If a provider has a special discount or promotion, the Beyond Med discount will not apply as an addition. Beyond Med discounts are for reductions off the standard pricing. In the case a special promotion is greater than a Beyond Med discount, members are guaranteed to receive the best pricing available.

Beyond Med is not insurance and cannot be used in coordination with your health insurance.



Enrollment Application

SECTION I - GROUP INFORMATION

Enrollment Application – Please complete this enrollment for the Beyond Med membership . If you need additional space, please include the information on a separate sheet. Please print clearly.

The Beyond Med membership rates are for a period of twelve (12) consecutive months from the effective date. To verify receipt of your information and your effective date, please call Beyond Med at 844-267-6192.

Legal Business Name:	Name of Business:		
SIC Code:	Tax ID#:	Contact Name:	
Title:		Email Address:	
Phone Number:		Fax Number:	
Street Address:	City:	State:	ZIP:
Mailing Address: (if different)	City:	State:	ZIP:

Contact name for invoices:

Email for where to send invoices to:

Please select one of the following:

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Other (specify)

SECTION II – EMPLOYEE INFORMATION

- ☐ Include full time staff in Beyond Med offer.
- ☐ Include part time staff in Beyond Med offer.
- ☐ Include association or union members in Beyond Med offer.
- ☐ Include retirees in Beyond Med offer.

ADDITIONAL INFORMATION:

Is there an annual Open Enrollment period?

☐ Yes ☐ No Dates:

How will you be conducting Open Enrollment?

☐ in person ☐ virtual ☐ passive

Do you have health or benefits fair that we can attend?

☐ Yes ☐ No Please specify dates:



SECTION III – AGENT/PRODUCER INFORMATION (if applicable)

Agent/Broker _____ License ID Number / Tax ID: _____
Agency Name: _____ Email: _____
Phone Number: _____ Fax Number: _____
Address: _____ City: _____ State: _____ ZIP: _____
Signature: _____ Date: _____

SECTION IV – GENERAL AGENT INFORMATION (if applicable)

Agent/Broker _____ License ID Number / Tax ID: _____
Agency Name: _____ Email: _____
Phone Number: _____ Fax Number: _____
Address: _____ City: _____ State: _____ ZIP: _____
Signature: _____ Date: _____

SECTION V- DISCLOSURES

This Discount Plan is NOT insurance. The Discount Plan provides for discounts at certain providers ("Providers") for Discount Services. This Discount Plan does not make payments directly to Providers for Discount Services. The Member is required to pay the entire amount of the discounted rate for all Discount Services, but will receive a discount from those providers who have contracted with BMP's Discount Plan networks. The Discount Plan does not guarantee the quality of the services of products offered by individual providers. BMP's office is located at: 3050 Biscayne Blvd., Ste. 904, Miami, FL 33137 or by email at: info@beyondmedplans.com.

As part of general marketing efforts, and to engage with your employees, members, etc., Beyond Med shall be granted a limited right to use your name and logo on marketing materials. Please, check this box if your logo is not to be used. ☐

SECTION VI - SIGNATURE

☐ It is understood that no agent has power on behalf of BMP to make or modify any request or application for services or to bind BMP by making any promise or representation or by giving or receiving any information.

☐ It is further understood that no discount plan will be effective unless and until the application is accepted in writing by BMP. No plan is to be implied finalized in any way on the basis of the completion and/or submission of this application.

☐ I understand that this application will form a part of the group Plan issued by BMP, and by my signature below I agree to be bound by the terms and conditions of that group Plan. I understand that BMP may choose not to accept this application at its sole discretion subject to any state requirements.

Signature: _____
Date Signed: _____



City of Dania Beach Parks & Recreation Memorandum

DATE: 7/8/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Authorization to execute an agreement for the Construction Manager at Risk Services for Pre-Construction Management of the PJ Meli Aquatic Complex park improvements, 2901 SW 52nd St.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing the execution of an agreement with Burkhardt Construction, Inc. 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 in the amount of Eighty-Eight Thousand Six Hundred and Sixty Dollars (\$88,660.00) with a mutually agreed upon Guaranteed Maximum Price ("GMP") to be provided once the design is complete and establishing the process for construction services once the GMP is approved; and to exceed the annual vendor expenditure threshold of fifty thousand dollars (\$50,000.00).

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 complete 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.

On Tuesday, June 24, 2025, the City Commission adopted resolution 2025-094 which provided for the proper City Officials to begin contract negotiations with the top ranked firm of RFQ 25-011, Burkhardt Construction, Inc.

Administration has agreed to Pre-Construction Services with Burkhardt Construction, Inc. in the amount of Eighty-Eight Thousand Six Hundred and Sixty Dollars (\$88,660.00). The Guaranteed Maximum Price (GMP) will then be mutually agreed upon when the design is complete and brought before City Commission as an amendment to the attached agreement at that time.

Budgetary Impact

The funding for the Construction Manager at Risk Pre-Construction Services is available in the Parks Masterplan Construction Fund and shall be appropriated to Professional Services account number 302-72-08-572-31-10.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing the execution of an agreement with Burkhardt Construction, Inc. 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 in the amount of Eighty-Eight Thousand Six Hundred and Sixty Dollars (\$88,660.00) with a mutually agreed upon Guaranteed Maximum Price ("GMP") to be provided once the design is complete and establishing the process for construction services once the GMP is approved; and to exceed the annual vendor expenditure threshold of fifty thousand dollars (\$50,000.00).

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT PURSUANT TO CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-011 ENTITLED, “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO NEW CONSTRUCTION AT P.J. MELI AQUATIC COMPLEX TO BURKHARDT CONSTRUCTION, INC., IN THE AMOUNT OF EIGHTY EIGHT THOUSAND SIX HUNDRED AND SIXTY DOLLARS (\$88,660.00) FOR PRE-CONSTRUCTION SERVICES, WITH A MUTUALLY AGREED UPON GUARANTEED MAXIMUM PRICE (“GMP”) TO BE PROVIDED ONCE THE DESIGN REACHES COMPLETION AND ESTABLISHING THE PROCESS FOR CONSTRUCTION SERVICES ONCE GMP IS APPROVED; AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2025-094 adopted on June 24, 2025, the City Commission authorized the City Administration to begin contract negotiations with the top ranked firm, Burkhardt Construction, Inc., related to RFQ No. 2025-011 entitled “Construction Management at Risk Services” for PJ Meli Aquatic Complex Park Improvements; and

WHEREAS, the City Administration recommends approval of the Agreement which is attached as “Exhibit A”, and is made a part of and incorporated into this Resolution by this reference, in the amount of Eighty-Eight Thousand Six Hundred and Sixty Dollars (\$88,660.00) for Pre-Construction Services, and the structure for development the mutually agree upon GMP, upon completion of the design; and

WHEREAS, this expenditure will exceed the annual Fifty Thousand Dollars (\$50,000.00) City purchase threshold for a single vendor, requiring City Commission approval.

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

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

Section 2. That all 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 execute an Agreement with Burkhardt Construction, Inc. for the Construction Manager at Risk Services for the PJ Meli Aquatics Center Park Improvements in the amount of Eighty-Eight Thousand Six Hundred and Sixty Dollars (\$88,660.00) for Pre-Construction Services, which amount will exceed the annual vendor threshold of \$50,000.00 and to approve the structure for developing the mutually agreed upon GMP, upon completion of the design.

Section 4. The funding for the Construction Manager at Risk is available with the Parks Masterplan Construction Fund and shall be appropriated to Profession Services account Number 302-72-08-572-31-10.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONSTRUCTION MANAGER-AT-RISK CONTRACT

This Contract made and entered into this _____ day of _____, 2025 between The City of Dania Beach, a political subdivision of the State of Florida ("Owner"), located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Burkhardt Construction, Inc. ("Construction Manager or CM"), a Florida Corporation, having its principal office located at 1400 Alabama Avenue, West Palm Beach, Florida 33401.

WITNESSETH:

WHEREAS, the City of Dania Beach has approved using the Construction Manager at Risk approach for the project identified in the Request for Qualifications 25-011 ("RFQ"), and specifically the Scope of Services identified in Article 3 of the RFQ (the "Project"); and

WHEREAS, the Construction Manager has been selected to provide construction management services for the Project; and

WHEREAS, the City desires to engage the services of the Construction Manager to provide management of the necessary construction, design, and preconstruction services (collectively referred to as the "Services") subject to the terms and conditions set forth in this Contract and any agreement incorporated into this Contract by reference; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Owner and the Construction Manager agree as follows:

ARTICLE 1

CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

1.1 GENERALLY

The **Construction Manager (CM)** is the Owner's fiduciary responsible for undertaking all necessary action contemplated under this Contract to (a) establish during the design phase a Guaranteed Maximum Price (GMP) to construct the Project (construction management) and (b) ensure timely and quality completion of the project at a cost within the GMP (general contracting).

"Construction Manager" or "CM" as used in this Agreement means **Construction Manager at Risk** (CM at Risk).

1.1.1 The intent of this Agreement is that the Construction Manager shall (a) provide all of those services, furnish any required materials and labor, and enter into and cause to be performed all Trade Contracts necessary to achieve complete, correct and timely completion of the complete construction of the Project in accordance with the Contract Documents (the "Work") and (b) warrant all of such Work and services as provided herein.

1.1.2 The Construction Manager covenants with the Owner to further the interests of the Owner by furnishing the Construction Manager's best skill and judgment in cooperation with the Architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

1.1.3 The Contract Documents ("Contract Documents") consist of this Contract, the General Conditions, and the following Exhibits, all hereto attached and made a part hereof:

- A List of Drawings, Specifications, and Addenda issued prior to execution of this Contract (incorporated herein by reference)
- B Certificate of Insurance- Worker's Compensation and Liability Coverage
- C Project Construction Budget/Schedule of Values (GMP)
- D Payment and Performance Bonds
- E Project Schedule
- F Solicitation and Construction Manager's Response Documents.

1.1.4. By executing this Agreement, the Construction Manager makes the following express representations and warranties to the Owner:

(a) The Construction Manager is professionally qualified to act as a construction manager for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as a construction manager for the Project;

(b) The Construction Manager has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed and operated; and,

(c) The Construction Manager assumes full responsibility to the Owner for the improper acts and omissions of its consultants, the Trade Contractors, or others employed or retained by it in connection with the Project.

(d) The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Contract, and covenants with the Owner to furnish the Construction Manager's best skill and judgment in furthering the interests of the Owner, and to cooperate with the Owner and Architect in furthering the interests of the Owner.

(e) The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to use Construction Manager's best efforts to perform and complete the Project in an expeditious and economical manner consistent with the interests of the Owner.

1.1.5 Construction Manager understands and agrees that a material inducement for the Owner entering into this Contract, following a competitive award process authorized under Florida law, was Construction Manager's representations about its expertise in the scheduling, sequencing and construction of the Project, as well as its superior familiarity with the unique local conditions

and geography of the City of Dania Beach, Florida, and the jobsite area. Construction Manager understands that time is of the essence in connection with the performance of the Work set forth in this Contract, and that even a minor breach of its terms may have a substantial, adverse impact upon the Owner, adjacent merchants, and the seasonal nature of City of Dania Beach's economy, including the lifestyles of its residents and visitors. Accordingly, Construction Manager hereby affirms that the foregoing is true and correct, and that all anticipated costs to achieve the schedule and design intent have been included in the Guaranteed Maximum Price ("GMP") for the Project.

1.1.6 Terms used in the Contract shall have the following meanings:

1.6.1 "Owner" means The City of Dania Beach, Florida, or "City," and the terms may be used interchangeably;

1.6.2 "Design Professional" shall mean Architect, Engineer and other licensed Design Professionals engaged by the City;

1.6.3 "Subcontractor" means Trade Contractor, and the terms may be used interchangeably;

1.6.4 "Contract Sum" means Guaranteed Maximum Price ("GMP"), and the terms may be used interchangeably;

1.6.5 "Construction Team" means Owner, Architect and Construction Manager; and

1.6.6 "Work" means the totality of the obligations, including construction and other services, imposed on the Construction Manager by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, services, fees, expertise and incidentals provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations.

NOTHING CONTAINED HEREIN SHALL IN ANY MANNER WHATSOEVER SUPERSEDE, LIMIT OR RESTRICT ANY OTHER REPRESENTATION OR WARRANTY SET FORTH ELSEWHERE IN THE CONTRACT DOCUMENTS.

ARTICLE 2 CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 The Construction Manager's Basic Services under this Contract include Preconstruction Phase services, as addressed below, and Construction Phase services.

2.1 Preconstruction Phase Services.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect/Engineer in achieving a mutually agreed upon project budget and project scope. The Construction Manager shall:

2.1.1 Provide preconstruction deliverables consisting of constructability review, staging and maintenance of traffic approaches, together with a Guaranteed Maximum Price ("GMP") proposal, and other items as the parties deem warranted. The Construction Manager shall advise on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, cost of alternative designs or materials, preliminary budgets and possible economies as detailed in Subparagraphs 2.1.2 through 2.1.8 below, including the schedule and a detailed cost estimate.

2.1.2 Review designs during their development. Proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, design standards, and ordinance, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives.

2.1.3 Provide, for the Architect/Engineer's and the Owner's review and acceptance, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect/Engineer's services and the Owner's responsibilities with anticipated construction schedules. The Construction Manager shall update this schedule periodically, as required.

2.1.4 Prepare for the Owner's approval a detailed estimate of Construction Cost, as defined in Article 8 herein, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect/Engineer. Update and refine the estimate at 30%, 60% and 90% Construction Documents, or as otherwise mutually agreed upon by the parties. Advise the Owner and the Architect/Engineer if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

2.1.5 Coordinate Contract Documents by consulting with the Owner and the Architect/Engineer regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

2.1.6 The Construction Manager agrees that time is of the essence in maintaining the project schedule. In an effort to achieve the project schedule, the Architect/Engineer will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.7 It is incumbent upon the Construction Manager to advise the Architect/Engineer of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.1.8 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the Project Construction Schedule for each set of bidding documents. Review the drawings and specifications and make recommendations as required to provide that (1) the Work of the separate Trade Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Trade Contract, (3) the likelihood of disputes has been minimized, and (4) develop a plan for the phasing of construction if phasing is required.

2.1.8.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect/Engineer. Expedite and coordinate delivery of these purchases.

2.1.9 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Develop bidding packages designed to minimize adverse effects of labor shortages.

2.1.10 Make recommendations for pre-qualification criteria for bidders and develop bidders' interest in the Project. Establish bidding schedules. Provide the Project Construction Schedule for each set of Bidding Documents.

2.1.11 With the Architect's assistance, receive bids, prepare bid analyses and make recommendations to the Owner concerning the qualifications of Trade Contractors or rejection of bids.

2.1.12 Schedule and conduct monthly meetings of the Construction Team and prepare and distribute minutes.

2.1.13 Based upon Drawings and Specifications produced by the Architect/Engineer, develop a GMP proposal(s) at 90% Construction Documents, or as otherwise mutually agreed upon by the parties, including, a Project Construction Schedule, itemized by Trade Contract, for phases of Work as required by the Owner. If the documents as prepared by the Architect/Engineer are not adequate for the development of a Guaranteed Maximum Price, the Construction Manager shall notify the Owner immediately, prior to developing the GMP. All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposals, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.13.1 If the GMP proposal is accepted, in writing, by the Owner, it will become an Amendment to this Contract which will establish the GMP and Contract Time for the Work. A Public Construction Bond acceptable to Owner must be executed simultaneously with the GMP Amendment.

2.1.13.2 If the GMP proposal is not accepted by the Owner, the Owner shall notify the Construction Manager in writing. The Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Team and Owner will discuss and negotiate these recommendations for no more than sixty (60) calendar days, unless an extension is

granted in writing by the Owner. If an acceptable GMP is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another Construction Manager or solicit the work.

2.2 Construction Phase Services.

Unless otherwise authorized by the Owner, in writing, all Work shall be performed under Trade Contracts with the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor Work, or perform such Work with its own forces, without prior written notification and consent of the Owner. During the Construction Phase of the Project, the Construction Manager shall perform the following services.

2.2.1 Administer the Construction Phase as provided herein and in the General Conditions of the Contract.

2.2.2 Commence the Work within ten (10) calendar days after receipt of a written Notice to proceed from the Owner.

2.2.3 With respect to work to be subcontracted by Construction Manager: a) Develop procedures that are reasonably acceptable to the Owner for the prequalification of Trade Contractors; b) Develop Trade Contractor interest in the Project, and conduct pre-bid conferences with interested bidders to review the documents; c) Take competitive bids on the Work of the various Trade Contractors or, if specifically authorized by the Owner, in writing, negotiate for the performance of that Work; d) Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work; e) Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of Work; f) Review the scope of Work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items; g) Maintain records of all pre-award interviews with apparent low bidders; h) Promptly award and execute Trade Contracts with approved Trade Contractors; i) Provide copies of fully executed Trade Contracts, insurance certificates, and bonds, to the Owner.

2.2.4 With respect to the scheduling, sequencing, and coordination of the Work: a) Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time, and quality as set forth in the Contract Documents; b) Develop and maintain a program, acceptable to the Owner and Architect, to assure quality control of the Work; c) Supervise the Work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications; d) Provide instructions to each Trade Contractor when its Work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each Subcontractor to ensure that corrections are made in

a timely manner so as to not affect the progress of the Work; e) Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability, and the Owner's decision thereon shall be final and binding.

2.2.5 Maintain exclusively for this Project adequate, competent staff at the Project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Subcontractors and shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "F" to this Contract. Construction Manager shall not change any of those persons named in Exhibit "F" unless mutually agreed to by the Owner and Construction Manager, in writing. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the solicitation response that preceded the execution of this Contract and shall not be removed or replaced without the Owner's written consent. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without entitlement to additional compensation or additional time for the replacement.

2.2.5.1 Establish and maintain a) on-site organization and lines of authority in order to carry out the overall plans of the Construction Team; b) Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate Change Orders and contract modifications on behalf of the Construction Manager; c) Make available such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish and maintain a) procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work; b) Implement such procedures, incorporate them into a Project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 In collaboration with the Architect, establish and implement procedures for tracking and expediting the processing of shop drawings, samples, Requests for Information ("RFI"), and other submittals as required by the General Conditions of the Contract.

2.2.7 Schedule and conduct weekly or more frequent progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Construction Manager shall provide prior notice to Owner and Architect of all such meetings and prepare and distribute minutes. Additionally, Construction Manager shall schedule and attend Team meetings with the Architect and Owner.

2.2.8 Review the Project schedule with the various Trade Contractors and review, or expand, the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Construction Manager shall regularly monitor and update the Project Schedule and various sub-networks as construction progresses, identify potential variances between scheduled and probable completion dates, review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Construction Manager shall provide summary reports of each monitoring and document all changes in schedule and prepare regular schedule updates and reporting which shall be included as part of the monthly Project report outlined in Subparagraph 2.2.16 herein.

2.2.9 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect, take necessary corrective actions when requirements of a Trade Contract or a Trade Contract Schedule are not being met.

2.2.10 If applicable, whenever Owner-Furnished Contractor-Installed ("OFCI") materials or equipment are shipped to the Project site, the Construction Manager shall notify the Owner and shall be responsible for their inspection, proper storage, and incorporation into the Work, provided the scope of the OFCI work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of Project cost control which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly Project report outlined in Subparagraph 2.3.16 herein.

2.2.12 Maintain a system of accounting satisfactory to Owner and consistent with generally accepted construction accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work or as otherwise requested in writing by the Owner. The Owner, or the Owner's auditors shall have access to all such accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other things relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment of the Work.

2.2.13 Develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the Architect's responsibilities for, among other things, design, recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 When requested by the Owner or Architect, promptly prepare and submit informal estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program. If the Owner implements an Owner Provided Insurance Program as provided for in Article 11, the Construction Manager shall cooperate with the safety representatives of the Owner's Insurance Administrator and/or the Owner's insurance carrier(s) in the course of construction site inspections and in all other matters related to job safety and accident prevention.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.

2.2.14.3 Designate a full-time staff member as the Project safety director who shall oversee job safety and accident prevention for the Construction Manager, Trade Contractors and Sub-subcontractors involved in the Work, in addition to any other responsibilities assigned to such staff member.

2.2.15 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Engineer including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and Project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner.

2.2. 17 When the Construction Manager considers each Trade Contractor's Work or a designated portion thereof Substantially Complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections for Substantial and Final Completion. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager shall coordinate the correction and completion of the Work and shall be fully responsible for same.

2.2.18 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, lead-based paint, and any asbestos or asbestos-related products as may be required in connection with the

Work. Hazardous material, described by federal guidelines brought by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents, or which was not discovered or should have been discovered during performance of the Pre-Construction Agreement, shall be considered a concealed condition and may become the responsibility of the Construction Manager in a Change Order to increase the Guaranteed Maximum Price for any additional costs incurred in connection therewith. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition, as more particularly set forth in the General Conditions. Owner is not aware of any hazardous materials located on the Project site.

2.2.19 Following the Architect's issuance of a Certificate of Substantial Completion for the Project or designated portion thereof evaluates the completion of the Work of the Trade Contractors and make recommendations to the Architect when Work is ready for final inspection. Assist the Architect in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

2.2.20 The Construction Manager shall prepare a complete Project Manual to the Owner's satisfaction.

ARTICLE 3 ADDITIONAL SERVICES

3.1 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services that are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by Change Order to be negotiated by the Owner and the Construction Manager at the time of the additional service request, as set forth in the General Conditions.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner will designate a representative to act in its behalf. This representative, or his/her designee will receive progress reports of the Work from the Construction Manager, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee, or any changes thereto.

4.2 The Owner shall retain an Architect whose services, duties and responsibilities shall be described in the agreement between the Owner and the Architect. A copy of the Owner Architect Agreement will be furnished to the Construction Manager upon request.

4.3 If the Owner observes or otherwise becomes aware of any fault or defect in the Contract Documents or the Project or any nonconformance with the Contract Documents, reasonable notice

thereof shall be given by the Owner to the Construction Manager and the Architect. Notwithstanding this provision, nothing herein shall relieve the Construction Manager from any obligations set forth in this Agreement. Likewise, if the Construction Manager observes or otherwise becomes aware of any fault or defect in the Contract Documents or the Project or of any nonconformance with the Contract Documents, reasonable notice thereof shall be given by the Construction Manager to the Owner and the Architect.

ARTICLE 5 SCHEDULE

5.1 Preconstruction Phase. The Construction Manager shall complete the performance of Preconstruction Phase Services not later than September 30, 2026, following issuance of written notice to proceed from the Owner and Guaranteed Maximum Price Proposal within ninety (90) calendar days after the Architect/Engineer documents (at 90% completion) have been made available to the Construction Manager.

5.2 Construction Phase. The performance of the Work under the Construction Phase of this Contract shall be substantially completed by the Construction Manager on or before the date as later set forth in the GMP Amendment, time being of the essence in this Contract.

5.3 The Construction Manager agrees to complete the Work in accordance with the agreed upon substantial completion date set forth in Exhibit "E," which exhibit will be attached to this Agreement, after the determination of the GMP. The Construction Manager acknowledges that time is of the essence throughout this Contract, and that failure to complete the Project within the time set forth in the approved schedule will result in substantial damages to the Owner that are impossible to precisely ascertain. Upon failure of the Construction Manager to substantially complete the Project within the specified period of time, plus approved time extensions, Construction Manager shall pay to the Owner, as liquidated damages and not as a penalty, the sum of one thousand dollars (\$1,000.00) for each calendar day in excess of the established substantial contract completion date, plus approved time extensions. After achieving substantial completion, as more particularly addressed in GC 71 and its several subparts, should Construction Manager fail to complete the remaining Work within the time specified for final completion in Exhibit "E," plus approved time extensions, if any, and after providing Construction Manager with seven (7) calendar days advance written notice, Owner shall have the right to complete the work through other means, and the costs therefore shall be set-off against retainage remaining in the contract balances, which, if insufficient, the balance shall be paid to Owner by Construction Manager, or its performance bond Surety.

5.4 The Owner may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the agreed construction schedule. If expediting the Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of, and subject to the GMP. If the expediting of the Work is required due to reasons outside the control or responsibility of the Construction Manager, then in such event, the additional costs incurred shall

be the subject of an appropriate adjustment by Change Order, as elsewhere provided for in the General Conditions.

5.5 The Owner shall have the right to occupy, or use, any portion of the Work prior to completion of the Project. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Owner, in writing, and the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

ARTICLE 6

GUARANTEED MAXIMUM PRICE

6.1 The "Guaranteed Maximum Price" (GMP), also referred to as the Contract Sum, includes Cost of the Work required complete construction of the Project in accordance with such drawings and specifications. Said Guaranteed Maximum Price shall include the following: (a) The cost of all labor, equipment, material and supplies necessary for, or utilized in, construction of the Project whether performed or furnished by the Construction Manager, the Trade Contractors, vendors, suppliers or others; (b) the General Conditions costs as set forth in the Construction Manager's proposal to the Owner and as accepted by the Owner; and, (c) the Construction Manager's fee as set forth in the Construction Manager's proposal to the Owner and as accepted by the Owner. It is the intent of this provision that the Guaranteed Maximum Price shall include the complete and total cost of constructing the Project in accordance with all requirements of the Contract Documents. The GMP is guaranteed by the Construction Manager not to exceed the amount established herein, subject to additions and deductions by Change Order as provided for elsewhere in this Contract. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without recourse or reimbursement by the Owner.

6.1.1 The Construction Manager's Fixed Fee for performance of the Work shall be set forth in the GMP Amendment.

6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 If and only in the event that this Project is substantially complete within the scheduled substantial completion date, as may be adjusted as provided for elsewhere herein, the following shared savings provisions shall apply: Upon final completion of the Work, if the total cost of the Work (excluding any unused portion of the Contingency Fund) is less than the Guaranteed Maximum Price, taking into account any adjustments made during the term of this Contract, as provided for elsewhere herein, the Owner and Construction Manager will be entitled to share this savings, as follows: Construction Manager will receive an amount equal to 50% of the difference between the actual cost of the Work and the final GMP amount (excluding any unused portion of the Contingency Fund), not to exceed, in any event, three percent (3%) of the adjusted GMP amount (excluding any unused portion of the Contingency Fund). Construction Manager's portion of these shared savings will be added to Contractor's Fee and included in Construction Manager's Final Payment. Liquidated damages, if any, are different from, and are not a part of, this calculation.

6.4 The GMP shall include an agreed upon sum as the "Construction Contingency Fund" which may be utilized, upon written approval beforehand by Owner, which approval shall not be unreasonably denied, for the purpose of defraying the expenses due to unforeseen circumstances relating to construction such as, but not necessarily limited to, increases in Subcontractor costs due to insolvency, correction of defective work (provided that such defective Work was not caused by the negligence or failure to fulfill a specific responsibility of the Construction Manager), and only to the extent that the costs therefore are not recoverable by Construction Manager from insurance, sureties, Subcontractors or suppliers, through commercially reasonable efforts), overtime ordered by the Owner to improve the schedule but not to make up for lost time due to Construction Manager's delays, field issues/conditions which were not anticipated and which result in documented costs to the Work, Owner Furnished/Contractor Installed ("OFCI") material or OFCI equipment failures, and any other cost agreed to mutually by the parties, in writing. The Contractor shall furnish documentation evidencing expenditures charged to this Contingency prior to the release of funds by the Owner. The necessary documentation, and the sufficiency thereof, required for using the Construction Contingency fund shall be reasonably determined by the Owner. The Design Professional shall verify the actual costs, if requested by Owner.

6.5 Without limiting the reasons for Owner denying a request for funding from the Construction Contingency, and by way of illustration only, the Construction Contingency shall not be used for a) design errors or omissions; b) Construction Manager/Sub- Contractor mistakes in the fabrication, installation, or erection of the Work; c) liquidated damages; and d) any costs and expenses in the event that this Contract is terminated for cause, as elsewhere provided for herein.

6.6 The GMP shall be reduced by the amount of the Contingency fund, if any, remaining at the time of Final Completion of the Project.

6.7 Within sixty (60) days after receipt from the Construction Manager of the Guaranteed Maximum Price, the Owner may reject same and may, in its discretion, terminate this Agreement for convenience. Notwithstanding any other provision of this Agreement, in the event of such termination, the Owner shall pay the Construction Manager the lump sum of \$50,000.00 which shall constitute the full and complete compensation due Construction Manager of every kind and nature, for work performed, or expenses incurred, prior to such termination.

6.8 By execution of this Contract, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Contract are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.9 Adjustments to the GMP will be made as described in the Conditions of the Contract.

6.10 Absent rejection of the Guaranteed Maximum Price by the Owner within the time set forth in Paragraph 6.7 hereinabove, the Guaranteed Maximum Price shall constitute an agreement by the Construction Manager to construct the Project in strict accordance with all requirements of the Contract Documents for a sum not to exceed the Guaranteed Maximum Price.

ARTICLE 7 PAYMENTS TO CONSTRUCTION MANAGER

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services as set forth below:

7.1.1 For preconstruction services, the total sum amount of \$88,660.00 to be paid in the amounts specified at the satisfactory completion of the following phases:

Preconstruction Progress Meetings	\$19,320.00
Constructability Reviews / Value Engineering and Cost Estimates	\$24,160.00
Traffic Control Plan and Public Outreach	\$ 2,320.00
Preconstruction Scheduling	\$ 6,960.00
Guaranteed Maximum Price Development	\$35,900.00
TOTAL:	\$88,660.00

7.1.1.1 Upon receipt of the Notice to Proceed after the creation of the GMP, the Construction Manager shall begin providing the indemnification described in the Conditions of the Contract, as part of the fee established for the first phase of preconstruction services.

7.1.2 Upon acceptance of the GMP, the amount established in the GMP Amendment to this Contract, which includes the Construction Manager's fee and Lump Sum General Conditions as described in Paragraph 7.2 and the Cost of the Work as described in Article 8, to be paid monthly as described in the General Conditions of the Contract.

7.1.2.1 As required by Section 287.0585, F.S., within seven working days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's Work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's Work. The Construction Manager shall, by appropriate Contract with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions.

7.2 Construction Manager's Lump Sum General Conditions during the Construction Phase includes, without limitation, the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

7.2.3 General operating expenses of the Construction Manager's principal and branch offices other than the field office.

7.2.4 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

7.2.5 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8, herein, as Cost of the Work.

7.2.6 All travel and per diem costs of Construction Manager's employees and consultants.

7.2.7 Those services set forth in Article 2.2.

7.2.8 Expenses such as long distance telephone calls, telephone service at the site, postage, office supplies, expressage, and similar items in connection with the Work.

7.2.9 Cost of equipment such as laptops, cameras, radios, computers, cell phones, copiers, telephones, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager.

7.2.10 Administration of direct tax savings purchase program.

7.2.11 All costs incurred during the guarantee period after construction.

7.3 Adjustments in the Lump Sum General Conditions associated with compensable Changes in the Work, or compensable delays, shall be made as described in the General Conditions of the Contract, and in strict accordance therewith.

ARTICLE 8 COST OF THE WORK

8.1 The term "Cost of the Work" shall mean direct construction costs, including Lump Sum General Conditions as more specifically addressed in 7.2 et. seq. above, and in 8.1.2 below, incurred specifically in and about the performance of the Work, and paid or incurred by the Construction Manager, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. Excluding those individuals included in the Lump Sum General Conditions, 8.1.2 below, the term "wages" used herein shall include the straight time and overtime pay authorized in writing by the Owner, and the cost of associated employee benefits. Excluding those

individuals included in the Lump Sum General Conditions, employee benefits include, but are not limited to, unemployment taxes, social security taxes, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager, excluding bonuses. Employee benefits do not include Workers' Compensation insurance when such insurance is provided by the Owner in accordance with Article 11.

8.1.1 Subject at all times to the amount of the GMP, the Owner agrees to pay the Construction Manager for the reimbursable Costs of the Work as defined in Article 8, herein, and its subparts, through completion of the Work, plus the Construction Manager's Fixed Fee.

8.1.2 For Construction Phase services, as more particularly set forth in Article 2.2 and its subparts, above, and further including those line items in Exhibit "C" designated as Lump Sum General Conditions, the Construction Manager shall be paid a lump sum amount (included in the GMP and as set forth in the GMP Amendment, in installments, as provided for elsewhere in these Contract Documents, which amount is subject to the Contract audit provisions for the limited purposes of verifying the Construction Manager's warrants and representations set forth in Article 6.7 above. This Lump Sum General Conditions amount preempts, disables and governs those reimbursable Costs of the Work set forth in Article 7.2, et. seq. and this Article 8, and its subparts. In the event that those specified reimbursables conflict with, or are subsumed by this Lump Sum General Conditions, it is the intention of the parties that the Lump Sum will not be adjusted for any reasons whatsoever during the Construction Phase, except and solely for compensable Change Orders and compensable delays, if any, that increase the GMP, and extend the contract completion date in excess of thirty (30) calendar days, in the aggregate, beyond the agreed Substantial Completion date set forth in the GMP Amendment. In the event that the Lump Sum is exceeded by actual costs for such items incurred by the Construction Manager, there shall be no entitlement to reimbursement from the Owner by way of Change Order, Claims, requests for equitable adjustments, or from the Construction Contingency.

8.2 Cost of the Work includes, and is limited to, actual documented expenditure for the following cost items (all subparts below shall be preceded by the phrase "Except and to the extent governed by 8.1.2 above ... ":

8.2.1 Subject to prior written approval by the Owner, wages paid for labor in the direct employ of the Construction Manager at the construction site other than those provided under Paragraph 7.2, herein, as a part of the Construction Manager's Fixed Fee in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Construction Manager, and including benefits, if any, as may be payable with respect thereto.

8.2.2 The cost of all materials, supplies and equipment incorporated into the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner, in writing. The cost of insurance for the Construction Manager, Trade Contractors, and Sub-subcontractors at any tier in the Work shall be excluded for any insurance to be provided by the Owner in accordance with Article 11 herein.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, which shall not be unreasonably withheld, legal costs reasonably, and properly, resulting from prosecution of the Work for the Owner provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost to the Construction Manager of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage.

8.2.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary Project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services, if approved in writing by Owner.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly, properly, and reasonably incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 7.2, herein.

8.2.17 Testing laboratory costs, except relating to defective or non-conforming work for which reimbursement is otherwise excluded by the Contract Documents.

8.2.18 Deposits lost for causes other than Construction Manager's or any Trade Contractor's negligence or failure to fulfill a specific responsibility to the Owner under the Contract Documents.

8.2.19 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen that are employed or consumed in the performance of the Work.

8.2.20 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager (upon prior written approval of the Owner, at the standard rate paid at the place of the Project) or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.21 Costs associated with setting up and demobilizing tool sheds, Project field offices, temporary fences, temporary roads, and temporary fire protection.

8.2.22 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or non-conforming work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner as set forth in this Contract Documents, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors or suppliers, through commercially reasonable efforts.

8.3 Costs not to be reimbursed include:

8.3.1 Those costs enumerated in Article 7.2.1 through 7.2.11 above, and as set forth in the Contract Documents as to be borne at the expense of the Construction Manager.

8.3.2 Salaries and other compensation of the Construction Manager's personnel stationed at Construction Manager's principal office or offices other than the site office;

8.3.3 Expenses of the Construction Manager's principal office and offices other than the site office;

8.3.4 Overhead and general expenses, except as may be expressly included in Article 7 and 8.1 through 8.2.22 above;

8.3.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

8.3.6 Any cost not specifically and expressly described as reimbursable in Section 8.1 through 8.2.22;

8.3.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

8.3.8 Costs resulting from failure of the Construction Manager or any subcontractor to procure and maintain insurance by the Contract Documents;

8.3.9 Amounts due by Construction Manager for federal and state income and franchise taxes, and the costs of licenses, fees, taxes, and other charges of a similar nature, required to be obtained or maintained by Construction Manager for the general conduct of its business;

8.3.10 Costs to replace or pay for lost or stolen machinery or equipment or materials, but only if not covered by Builder's Risk Insurance. Construction Manager may seek to recover replacement cost from insurance, sureties, Subcontractors, suppliers, or other such third parties;

8.3.11 The cost for any legal, accounting or other professional services except to the extent provided for in the reimbursable costs of the Work, except as may be provided for elsewhere in this Contract;

8.3.12 Penalties, fines, or costs imposed by governmental authorities in connection with, or resulting from any violations for noncompliance with laws, regulations, codes, ordinances, or directives by the Construction Manager or any subcontractor, except if the result of specific and written directive by the Owner;

8.3.13 Costs of any insurance deductibles for coverage furnished and paid by Construction Manager or any Subcontractor and losses or expenses for which the Construction Manager or any Subcontractor is compensated by insurance. In the event that Construction Manager furnishes Builders' Risk Insurance, the agreed deductible shall be deemed reimbursable from the Contingency Fund, but only to the extent the loss was not caused by the negligence of the Construction Manager or those for whom Construction Manager is vicariously liable.

8.3.14 Costs associated with the Construction Manager's failure to obtain any and all permits in a timely manner, including, without limitation, the costs of any delays resulting therefrom, unless attributable to Owner's Design Professionals.

8.3.15 Costs of accelerating the Work to the extent caused by the negligence or default of the Construction Manager or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Contract and in strict accordance therewith;

8.3.16 Overtime costs required to the extent caused by the Construction Manager or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Contract and in strict accordance with the requirements therein;

8.3.17 Project incentive bonuses, except as approved by the Owner in writing;

8.3.18 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor shall not be deemed a Cost of the Work without Owner's prior written approval;

8.3.19 Any and all costs and or cost overruns, including schedule related costs, resulting from the default and/or termination of a bonded subcontractor and/or material supplier by Construction Manager, unless not commercially viable to commence legal action against the surety for the bonded subcontractor or material supplier, as approved by the Owner, in writing, and then reimbursable only out of the Contingency Fund.

8.3.20 Any cost not specifically and expressly described in Article 8.2 and its subparts, above.

8.3.21 Costs, other than costs included in Change Orders approved by the Owner, in writing, that would cause the GMP to be exceeded.

8.3.22 Costs exceeding the Lump Sum General Conditions, as set forth in Article 8.1.2 above.

ARTICLE 9 CHANGES IN THE WORK

9.1 Changes in the Work within the general scope of the Contract Documents, consisting of additions, deletions, revisions or any combination thereof, may be ordered by the Owner by written Change Order without invalidating this Agreement. Changes in the Work consistent with the intent of the design documents and not affecting the Contract Time, the Construction Manager's compensation, or the Contract Price of any Trade Contract may be ordered by the Architect by a written Field Order. In the event the Construction Manager takes exception to any Field Order issued by the Architect, the Construction Manager shall submit any claim for an extension of the Contract Time or adjustment to the Contract Price. The Construction Manager shall then proceed with the work directed in the Field Order and any change in the Contract Price resulting from same shall be determined in accordance with the provisions of Paragraph 9.4 herein below. The Construction Manager shall cause such changes ordered by the Owner or the Architect to be performed by the Trade Contractors, and the Construction Manager shall proceed diligently to provide all services necessary in connection with any changes and same shall be accomplished in strict accordance with the terms and conditions of the Contract Documents.

9.2 The Construction Manager shall maintain, and cause the Trade Contractors to maintain, separate records reflecting costs, savings, and impacts related to any ordered change in the Work until the adjustment in the Contract Time or the Contract Price, if any, have been agreed upon as evidenced by a Change Order executed by both parties. The Construction Manager shall make such records available to the Owner or Architect upon request.

9.3 "Change Order" shall mean a written order to the Construction Manager executed by the Owner and the Architect, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any

combination thereof. The Contract Price and the Contract Time may be changed only by Change Order. The execution of a Change Order by the Construction Manager shall constitute conclusive evidence of the Construction Manager's agreement to the ordered changes in the Work, this Agreement as thus amended, and the adjustments to the Contract Price and the Contract Time, if any.

ARTICLE 10 DISCOUNTS

10.1 All quantity discounts shall accrue to the Owner if (i) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (ii) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 11 INSURANCE

11.1 The Construction Manager shall provide insurance as required in this Agreement:

11.1.1 Commercial General Liability

A. Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence \$5,000,000
- Policy Aggregate (Per Project) \$10,000,000
- Personal & Advertising Injury \$ 5,000,000
- Products & Completed Operations \$10,000,000

B. Endorsements Required – Include in body of COI and/or Description of Operations

- Annual Aggregate shall apply “Per Project/Job”
- Waiver of Subrogation in favor of the City
- Insurance shall apply on a primary and non-contributory basis
- “The City of Dania Beach, Florida” included as named “Additional Insured”
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;

11.1.2 Business Automobile Liability

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit \$5,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos

Endorsements Required - Include in body of COI and/or Description of Operations

- City of Dania Beach included as an Additional Insured

11.1.3 Workers' Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

- \$500,000 for bodily injury caused by an accident, each accident
- \$500,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:

- i) any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage;
or
- ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

11.1.4 Professional Liability/Errors & Omissions

Any licensed design professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$2,000,000 per occurrence.

Limits of Liability

Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of three (3) years following contract completion.

11.1.5 Contractors Pollution & Remediation Liability Insurance:

Insurance shall include bodily injury, property damage, defense, and cleanup as a result of pollution conditions arising from contractors' operations. This insurance shall be maintained for at least five years after completion of the construction and acceptance of any project covered by this Agreement. If claims made coverage is provided, retro date must apply prior to contract inception. City is included as Additional Insured.

Limits of Liability

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

11.1.6 **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

11.1.7 Builder's Risk (Property coverage)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Except, Named Windstorm and Flood Deductibles, if any, must be specifically disclosed to the City. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown to include cold testing of all mechanized, pressurized, or electrical equipment
- Coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location.
- Replacement Cost basis
- Policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a LOSS PAYEE.
- Waiver of Occupancy Clause Endorsement, enabling the City to occupy the facility under construction/renovation during the activity.
- This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Safety and loss control shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. Any hazardous conditions must be promptly identified, reported, and action taken to mitigate as soon as possible.

Notice of claims/accidents/incidents associated with this agreement shall be reported to the Contractor's insurance company and to the City's Risk Management department as soon as practical.

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

11.1.8 Other Conditions Required:

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall *always* be maintained during which the vendor is on City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

Insurance Carrier Financial Stability Requirements:

Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within five (5) days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates

verifying coverage is in force shall be submitted to the City within ten (10) days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within seven (7) days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

11.1.9 Description of Operations section of COI: Confirm coverage required is documented in the body of the Certificate of Insurance, and also in the Description of Operations.

Additionally, include Job, Event, Contract, or Agreement number.

Notice of Cancellation can be included here.

Notices/ Certificate Holder: City of Dania Beach,
Attention Human Resources/Risk Management
100 West Dania Beach Boulevard
Dania Beach, FL 33004

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this contract.

ARTICLE 12 CONFLICTS

12.1 In the event of conflicts, the interpretation of the Contract Documents, as addressed in the General Conditions, will be governed by this Order of Precedence:

- a) Modifications, which shall for purposes of this Contract be defined as (1) a written amendment to the Contract signed by both parties, including the GMP Amendment; (2) a Change Order; (3) a Construction Change Directive; or, (4) a written order for a minor change in the Work issued by the Design Professional;
- b) This Contract and its several Exhibits;
- c) Addenda, with those of later dated having precedence over those of earlier date;
- d) Any Supplementary Conditions;
- e) The General Conditions of this CM @ Risk Contract;
- f) Drawings;

- g) Specifications;
- h) Other documents specifically enumerated in the Contract as part of the Contract Documents.

ARTICLE 13 PUBLIC RECORDS

13.1 Notwithstanding any other provision in this Contract, any action taken by Owner 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 this Contract. If Contractor is acting on behalf of Owner as provided in Section 119.0701, Florida Statutes, Contractor shall:

13.1.1 Keep and maintain public records required by Owner to perform the services under this Contract;

13.1.2 Upon request from Owner, provide Owner 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;

13.1.3 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 this Contract and after completion or termination of this Contract if the records are not transferred to Owner; and

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

ARTICLE 14 GOVERNING LAW AND VENUE

14.1 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.

ARTICLE 15 INDEMNIFICATION

15.1 To the fullest extent permitted by law, Construction Manager agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by the Construction Manager, its contractors, subcontractors, agents, employees, or personnel under this Contract; (ii) any negligent acts, errors, mistakes or omissions by Construction Manager, its contractors, subcontractors, agents, employees, or, personnel; and (iii) Construction Manager, its contractors, subcontractors, agents, employees, or personnel failure to comply with or fulfill the obligations established by this Contract.

15.2 The Construction Manager will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

15.3 The City assumes no liability for actions of Construction Manager and will not indemnify or hold Construction Manager or any third party harmless for claims based on this Contract or use of Construction Manager provided supplies or services.

15.4 Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the City (Owner) may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

15.5 This article shall survive the termination of this Contract.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 The Owner and the Construction Manager, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Construction Manager shall not assign, sublet or transfer any interest in this Agreement without the written consent of the Owner.

16.2 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

16.3 The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

16.4 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the

provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

16.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

16.6 Owner hereby expressly reserves the right from time to time to designate by notice to Construction Manager one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Construction Manager shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

16.7 Records of Construction Manager's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four years after final Payment or abandonment of the Project, unless Owner otherwise instructs Construction Manager in writing.

16.8 All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

AS TO OWNER

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 CONTRACTOR

Burkhardt Construction, Inc.
1400 Alabama Avenue
West Palm Beach, Florida 33401

16.9 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.

16.11 Each Attachment referred to in this Agreement forms an essential part of this Agreement and each such Attachment is incorporated by this reference.

16.12 Key personnel assigned to City projects by the Construction Manager shall not be removed from the project until alternate personnel acceptable to the City are approved in writing by the City.

16.13 The language in this Contract shall be construed according to its customary meaning within the Florida building industry. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

16.14 The title of all work, completed portions of the project and in the course of construction, and of all materials on account of which payment has been made shall be in the Owner.

16.15 The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Contract.

SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2025

“CONTRACTOR”

Burkhardt Construction, Inc.

Witnesses:

(Print or Type Name)

(Print or Type Name)

By: _____
Signature

Print Name

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2025, by _____ as _____ of Burkhardt Construction, Inc., a Florida corporation, authorized to conduct business in Florida on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CITY OF DANIA BEACH, FLORIDA



CONSTRUCTION MANAGER AT RISK SERVICES FOR PJ MELI AQUATIC COMPLEX

CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-011

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

April 3, 2025

CITY OF DANIA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS

“Construction Manager at Risk Services for PJ Meli Aquatic Complex”

RFQ 25-011

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. Attachment-(I) has been updated to reflect the correct Location Map for PJ Meli Aquatic Complex.

CITY OF DANIA BEACH, FLORIDA



CONSTRUCTION MANAGER AT RISK SERVICES FOR PJ MELI AQUATIC COMPLEX

CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-011

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

April 4, 2025

CITY OF DANIA BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS

“Construction Manager at Risk Services for PJ Meli Aquatic Complex”

RFQ 25-011

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. Section 4.2 Proposal Requirements under subsection (B) Relevant Experience: States that the form for the submission of the information is attached as Exhibit “A”. Please note that the Exhibit “F” should be utilized to list all references and Exhibit “A” should only be used to list the Proposer Qualifications Statement.



City of Dania Beach

25-011

CONSTRUCTION MANAGER AT RISK SERVICES FOR PJ MELI
AQUATIC COMPLEX

RELEASE DATE: March 18, 2025

RESPONSE DEADLINE: April 11, 2025, 10:00 am

Please refer to the project timeline in this document for all important deadlines.

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1. NOTICE TO PROPOSERS
2. OVERVIEW
3. SCOPE OF SERVICES
4. SUBMISSION REQUIREMENTS
5. EVALUATION CRITERIA AND PROCEDURES
6. INSURANCE REQUIREMENTS
7. TERMS AND CONDITIONS
8. Vendor Questionnaire

Attachments:

A - EXHIBIT_“A”_Proposers_Qualification_Statement

B -

EXHIBIT_“B”_City_of_Dania_Beach_Florida_Sworn_Statement_Under_287.133_3A_Florida_Statutes_Public_Entity_Crimes

C - EXHIBIT_“C”_-Non_Collusion_Affidavit

D - EXHIBIT_“D”_Drug-Free_Workplace_Certification_Form

E - EXHIBIT_“E”_Acknowledgment_of_Addenda

F - EXHIBIT_“F”_Reference_List

G - EXHIBIT_“G”_Certification_to_Accuracy_of_Proposal

H - EXHIBIT_“H”_Affidavit_of_Compliance_with_Anti-Human_Trafficking_Laws

I - Location Map PJ Meli Aquatic Complex

1. NOTICE TO PROPOSERS

**CITY OF DANIA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR**

**CONSTRUCTION MANAGER AT RISK SERVICES FOR PJ MELI AQUATIC COMPLEX
25-011**

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals for CONSTRUCTION MANAGER AT RISK SERVICES FOR PJ MELI AQUATIC COMPLEX, 25-011”.

Proposals will be accepted on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl> until Friday, April 11, 2025, at 10:00 am. Proposals received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from <https://procurement.opengov.com/portal/daniabeachfl/projects/144283>.

All Proposers are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids.

2. OVERVIEW

The City of Dania Beach (“City”) is soliciting Proposals from interested persons, firms, or both for the provision of the services described in this RFQ. Through a Request for Qualifications process described in this document, persons and firms interested in assisting the City in provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The City will review submittals only from those persons and firms that submit a Request for Qualifications packet which includes all the information required to be included as described in the RFQ.

In order to be considered, persons, consulting firms or team joint ventures must demonstrate specific experience and capabilities in all related areas for which they seek to perform work as described. Consultants should also be familiar with the standards, practices, requirements, and applicable ordinances of the City of Dania Beach.

The City intends to select a Construction Management at Risk (CMAR) firm(s) capable of providing management services necessary to complete the improvements within the City as outlined in this RFQ. The selected CMAR firm(s) may be responsible for both preconstruction and construction phases of this project and/or may be responsible for only the construction phase, depending on the determination of the City. The selected CMAR firm(s) will be responsible for the successful, timely, and economical completion of this project. The CMAR firm may retain necessary design professionals under the process provided in Florida Statute Section 287.055. The types of services required may include, but shall not be limited to:

A. Preconstruction:

1. Review and coordination of the proposed work that the architect, engineer, and/or the City prepare for the project, within the existing site conditions.
2. Submit to the architect, engineer, and City for consideration appropriate cost and savings programs (value engineering), suitability of materials and equipment, and schedule of construction.
3. Competitive bidding and contracting assistance for trade subcontractors.
4. Calculate and provide a Guaranteed Maximum Price (GMP) for the project or each phase of the project.
5. Provide a preliminary construction schedule.
6. Attend all meetings as required to facilitate the project.

B. Construction: GMP shall be established for the project and shall be negotiated prior to the commencement of any contracted work. The types of services required may include, but shall not be limited to, the following:

1. Provide Performance and Payment Bonds for the full value of the GMP for each phase of the project.
2. Monitor Minority/Women and Small Business Enterprises participation (M/WBE, SBE) for the project or phases of the project.
3. Monitor compliance with the City's Code of Ordinances, City's Purchasing guidelines, and City's goals for this project.

4. Apply for, obtain, coordinate, and pay for all permits, inspections, and tests. Ensure the successful, timely, and economical completion of the project or phases of the project.
5. Coordinate and ensure compliance with all contract and insurance requirements.
6. Create, maintain, and present an overall construction schedule and Schedule of Values for the project or phases of the project.
7. Coordinate Construction Management Services, including but not limited to:
 - Regular job site meetings.
 - Maintaining and updating schedules.
 - Overseeing quality assurances.
 - Maintaining and providing copies of all contract documents.
 - Ensuring compliance with all safety programs.
 - Coordination of all construction.
 - Coordination of all onsite administration.

3. SCOPE OF SERVICES

3.1. SCOPE OF SERVICES

The scope of services is a general guide to the work the City expects to be performed by the CMAR and is not a complete listing of all services that may be required or desired. The CMAR services include, but are not limited to:

- Working with professional design team during the design stages. CMAR will be tasked to review plans at 30%, 60%, 90% and 100% to ensure constructability, adequacy of materials and pricing, preparation of project schedules, conducting feasibility analyses, assisting with site plans and/or design alternative and recommendations, and preliminary cost estimates leading to a Guaranteed Maximum Price (GMP). CMAR shall help identify any design restrictions that could affect the overall design and intent of the project.
- Preparation of a detailed cost estimate at the 30%, 60% and 90% design phase intervals to confirm initial budget allocations and/or to seek City's advice before proceeding with next level and final designs phases. The CMAR will be responsible for cost controls throughout the design and construction project except for design and construction elements added or deleted by an expressed City directive.
- CMAR shall participate in presentations to elected officials, advisory boards, staff, and the public.
- CMAR shall work with design team members to prepare all required bidding and construction documents for final permitting.
- CMAR will prepare bidding packages and secure no less than three (3) proposals for work not conducted by their own work forces.
- Attendance at City Commission, Advisory Committee meetings, and public meetings will be required.
- CMAR firm(s) and/or any subcontractors must have previous experience in infrastructure projects and must be properly licensed and bonded to provide services as outlined above. Bonding shall be equal to 100% of the anticipated construction costs. Firms must have previous municipal experience.

A. TASKS/DELIVERABLES

Firms will provide plans at various intervals for City staff review. Due to the requirement that the Contractor(s) be readily available for meetings, discussions, and tours within the affected areas of responsibility, it will be necessary for any Qualifier to have an office physically located within the tri-county areas of Miami-Dade, Broward, or Palm Beach County. This office must be an active facility from which services are routinely provided and not solely a post office box or other type of mail drop, nor can it be the office of simply a representative agent. The City reserves the right to inspect any facility designated by the Qualifier to ensure that it complies with this section. Should the City be unable to identify qualified providers within the tri-county area, the City may at its sole discretion elect to negotiate with firms that are not based out of Miami-Dade, Broward or Palm Beach County, or re-advertise this solicitation and seek a new pool of applicants.

Upon successful competitive negotiations with the selected CMAR Firm(s), an agreement shall be prepared reflecting the agreed upon direct costs and unit prices and outlining the duties of the CMAR described therein. Thereafter, the CMAR shall be required to compile and submit a proposal with a GMP (GMP may include agreed upon contingencies and allowances) and a separate guaranteed completion date for each grouping of substantially similar construction, rehabilitation, or renovation activities as defined by the City, but shall not commence construction on any project until receipt of a Notice to Proceed (NTP) approved by the City based on the GMP and completion date.

3.2. PROJECT LOCATION

Request For Qualification #25-011

Title: CONSTRUCTION MANAGER AT RISK SERVICES FOR PJ MELI AQUATIC COMPLEX

The City of Dania Beach adopted a Parks Master Plan in 2019. The next project of this master plan is the new construction of PJ Meli Aquatic Complex located at 2901 Southwest 52nd Street, Dania Beach, FL 33312.

4. SUBMISSION REQUIREMENTS

4.1. POSTPONEMENT AND EXTENSION OF DATE FOR SUBMITTING PROPOSALS

The City reserves the right to postpone and extend the date for the receipt of Proposals and will give ample notice of any such postponement and extension to each known prospective Proposers.

4.2. PROPOSAL REQUIREMENTS

Proposers shall, as a minimum, include the following information with the submittal of its Proposal:

- A. **Business Structure:** Provide a description of the general capabilities of the Proposer, including information relating to the total size and staffing, professional staff, resources, and clerical support; Provide résumés of all key personnel who may be assigned to perform the requested services.
- B. **Relevant Experience:** Provide a list of five (5) similar contracts for services within the last five (5) years provided to other municipalities, together with current contact names and telephone numbers with each municipality; contact persons must be able to speak about the performance of the Proposer. The form for the submission of the information is attached as Exhibit “A” and is made a part of and is incorporated into this RFQ by this reference.
- C. **Litigation:** Provide a listing of all lawsuits or proceedings involving the Proposer within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status of each case.
- D. **Equal Opportunity Statement:** A statement that the Proposer is an equal opportunity employer and that it does not and will not discriminate against any person, employee, or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation.
- E. **Minority/Women’s Participation:** The City of Dania Beach, in accordance with the requirements as stated in U.S. Code of Federal Regulations, 2 CFR 200.321, encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms as a part of any agreement whenever possible. The Proposer must take affirmative steps and if subcontracts are to be let through a Proposer, the subcontractor is required to also take the affirmative steps listed below:
 - 1. Small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - 2. Total requirements are to be divided, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - 3. Delivery schedules, where the requirement permits are to be established which encourage participation by small and minority businesses, and women's business enterprises.

4. Services and assistance, as appropriate, are to be used, which is provided by such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Copies of all licenses, certificates of competency or other documentation required by federal, state, or local laws, statutes or regulations are required to be submitted as evidence of the authority to perform the services described in the RFQ.
- G. All Proposals **must** include preliminary certificates of insurance verifying all general insurance requirements.
- H. All Proposals **must** be signed by a representative who is authorized to contractually bind the Proposer

4.3. MINIMUM QUALIFICATION REQUIREMENTS

In order for a Proposal to be considered by the City, Proposers shall demonstrate in their Proposals compliance with the following minimum requirements:

- A. Proposers must be currently certified, licensed and authorized to work in the State of Florida to services as sought by this RFQ;
- B. Experience working with government agencies;
- C. Currently insured and meeting City insurance requirements with insurance certificates provided that state the name of the Proposer, current street address of the business and the type of work for which a Business Tax Receipt is issued as well as all additional insurance requirements, including required endorsements.

The City shall not consider Proposals that fail to demonstrate compliance with the above requirements. The selected Proposer(s) shall maintain and keep in force insurance throughout the life of any contract, and all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Proposer to comply with these requirements will be sufficient grounds for the City to declare the Contract in default and subject the contract to possible termination by the City.

5. EVALUATION CRITERIA AND PROCEDURES

The City will consider Proposers that are responsive and responsible by providing accurate information as delineated in Section 4, Submittal Requirements.

All submitted Proposals will be evaluated based on the information provided that is responsive to this RFQ. Evaluation criteria will include, but not be limited to, the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms.

The scoring of the Proposals by the Bid Review Committee will be based on a point total and not a percentage factor. The Bid Review Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below:

CRITERIA	MAXIMUM POINTS
Firm Qualifications: Qualifications of the firm; number of years firm has been in business; references/past performance; recent, current, and projected workloads	40
Experience and Qualification of Assigned Staff: Staff's experience, qualifications, and technical capabilities	30
Approach and Delivery of Services: Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal	25
Woman or Minority Business Enterprise: Current certification must be provided with response .	5
TOTAL MAXIMUM POINTS	100

6. INSURANCE REQUIREMENTS

6.1. INSURANCE COVERAGE

INSURANCE COVERAGE: A selected Proposer 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 Proposer shall not allow any employee of Proposer 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 Proposer shall be responsible for any and all policy deductibles and self-insured retentions.

VENDOR and their subcontractors, to the extent reasonably applicable to their respective scope of work, provided that, VENDOR shall be responsible for any uninsured claims subject to the limitation of liability hereunder and to the extent directly attributable to City's failure to require such coverage, shall procure and maintain from the date of start of Construction for the duration of the term of the Agreement, insurance coverage compliant with the requirements set forth in this Section, together with any additional insurance required by applicable federal, state, or local laws and regulations, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, its agents, representatives, employees, or subcontractors.

The following are requirements that must be met regarding the Proposer's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

If VENDOR maintains broader coverage and/or higher limits than the minimums shown below for all policies, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to the extent necessary to cover any actual damages suffered by the City.

A. Commercial General Liability

- Limits of Liability (Minimum)
- Bodily Injury & Property Damage Liability
- Each Occurrence \$1,000,000
- Policy Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Products & Completed Operations \$1,000,000

Endorsements Required – Include in body of COI and/or Description of Operations

- Annual Aggregate shall apply “Per Project/Job” if available
- Waiver of Subrogation in favor of the City, if available
- Insurance shall apply on a primary and non-contributory basis
- “The City of Dania Beach, Florida” is included as “Additional Insured”
- If Vendor’s Insurance includes coverage for with an “As Required By Written Agreement/Contract” provision, then the following must be in place to establish such written agreement and trigger coverage:
- An executed written contract between the City and Vendor including these requirements; OR

Statement on a Purchase Order or Invoice or other attachment thereof which includes the following verbiage:

Vendor will provide proof of General Liability insurance with Limits of \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate. City is included as Additional Insured.

B. Business Automobile Liability

- Limits of Liability (Minimum)
- Bodily Injury and Property Damage
- Combined Single Limit \$1,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

C. Workers’ Compensation / Employers’ Liability

Workers Compensation Limits: Statutory - State of Florida

Waiver of Subrogation in favor of City, if available

Employers Liability Limits:

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:

- any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or
- any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.

Other Conditions Required:

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall *always* be maintained while vendor is on or utilizing City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

Insurance Carrier Financial Stability Requirements:

Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Notices/ Certificate Holder:

City of Dania Beach

100 West Dania Beach Boulevard

Dania Beach, FL 33004

Email: Wayne Fletcher

wfletcher@daniabeachfl.gov

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.

7. TERMS AND CONDITIONS

7.1. INTERPRETATIONS

Any interpretations, clarifications or additional information not disclosed in this RFQ and determined to be necessary by the City in response to Proposer's questions will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl>, for all interested persons identified by the City as having received the RFQ. The Proposers are required to check the site to see if there has been any addendum or addenda posted regarding this RFQ. Only questions answered and information supplied by means of such Addendum or Addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

- A. All questions requiring clarification or interpretation of the RFQ documents shall be made in writing and shall be delivered to the City by Friday, April 4, 2025 10:00 am.
- B. Any modification or interpretation of the RFQ documents lies within the sole and exclusive judgment of the City or its Consultant, if so authorized by City, and shall be made in writing in the form of an Addendum or Addenda to all those who or which are recorded by the City, as having obtained a complete set of the RFQ documents.
- C. Interpretations or modifications of the RFQ documents made in any manner other than an Addendum or Addenda issued by the City shall not be binding. All updates, clarifications, or modifications to the RFQ shall be issued via written Addendum or addenda and shall be provided to all Proposers.
- D. A Proposer, prior to submitting its Response, shall ascertain in writing that it has received any Addendum or all Addenda issued for the services.
- E. Costs for those matters not questioned and not addressed in an Addendum or Addenda shall be the responsibility of the Proposer, and Proposer shall be responsible to include such costs in the RFQ.

7.2. PUBLIC RECORDS

- A. Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall 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, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.
- D. Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Proposer shall be withheld until all records are received as provided in this RFQ.
- F. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.
- G. **Section 119.0701(2)(a), Florida Statutes****IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS. Custodian of**
Records: ELORA RIERA, MMC**Mailing Address: 100 W. Dania Beach**
Boulevard Dania Beach, Florida 33004 Telephone
number: 954-924-9800, Ext. 3623**Email: eriera@daniabeachfl.gov**

7.3. RESPONSE PROTEST PROCEDURE

- A. After a Notice of Recommendation to Award a contract is posted, any actual or prospective Proposer in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFQ Protest w are both timely received by the City Manager's Office. No RFQ Protest shall be accepted unless it complies with the requirements of this Section.
- B. An RFQ Protest Bond is intended to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFQ Protest Bond shall be Five Thousand Dollars (\$5,000.00).

- C. Prior to any decision being rendered under this section with respect to a Proposal protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the Proposer to the Proposal in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- D. **Protest Committee:** The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.
1. The decision shall specifically state the reasons for the action taken and inform the protestor of its right to challenge the decision. Any person aggrieved by any action or decision of the Protest Committee, with regard to any decision rendered under this section may appeal the decision to the City Commission for a hearing. The City Commission will hear the appeal and render a final decision.
- E. In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.
- F. The institution and filing of a protest under this provision is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

7.4. CONE OF SILENCE

- A. **Definitions:** "Cone of Silence," as used in this RFQ means a prohibition on any communication between:
- a potential vendor, service provider, proposer, lobbyist, or consultant, and
 - a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the City's Bid Review Committee.
- B. **Restriction; Notice:** A Cone of Silence shall be imposed upon this RFQ upon the advertisement of the RFQ. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall.
- C. **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Commission (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City

Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

D. **Exceptions to Applicability:** The provisions of this section shall not apply to:

- Communication with the City RFQ representative;
- Oral communications at pre-proposal conferences;
- Oral presentations before the Bid Review Committee;
- Public presentations made to the City Commission members during any duly noticed public meeting;
- Communications regarding the RFQ between a potential vendor, service provider, proposer, lobbyist or consultant and the City's Procurement Administrator or City employee designated as responsible for administering the procurement process for the RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and his staff;
- Duly noticed site visits to determine the competency of a Proposer regarding the RFQ during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Proposals to the City's request for clarification or additional information
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting .

E.

F. **Penalties:** Violation of this section by a Proposer or other listed person shall render any RFQ award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on the City Bid Review Committee. In addition to any other penalty provided in this RFQ, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

8. Vendor Questionnaire

1. Have you uploaded your firms proposal documents, required supporting attachments and submission requirements listed in Section 4.2 & 4.3?*

If no, please use this section in OpenGov to upload your firm's proposal, supporting attachments and submission documents listed in sections 4.2 and 4.3. Please upload documents as one combined PDF

*Response required

2. Have you uploaded your firms' financials?*

If no, please use this section to upload your financial documents.

*Response required

Vincent G. Burkhardt
President



June 30, 2025

City of Dania Beach

100 W Dania Beach Blvd

Dania Beach, FL 33004-3643

Attn: Mrs. Cassi Warren, Director – Parks and Recreation

RE: Scope and fee proposal for pre-construction services RFQ NO. 25-011
Construction Manager at Risk (CMAR) for P.J. Meli Aquatic Complex

Dear Mrs. Warren,

Burkhardt Construction, Inc., acting as Construction Manager at Risk (CMAR), is pleased to provide the attached scope and fee proposal to the City of Dania Beach (Owner) for pre-construction services for P. J. Meli Aquatic Complex described in RFQ No. 25-011.

Burkhardt Construction, Inc. preconstruction services are composed of the following:

SCOPE OF WORK

1. Pre-construction Progress Meetings
2. Constructability Reviews / Value Engineering and Cost Estimates
3. Traffic Control Plan and Public Outreach
4. Pre-construction Scheduling
5. Guaranteed Maximum Price Development

Please feel free to contact me directly should you have any questions regarding any of the information included in this letter or the attached scope of work and services.

Respectfully submitted,

Burkhardt Construction, Inc.

A handwritten signature in blue ink, appearing to read 'Marc R. Kleisley', is written over the printed name and title.

Marc R. Kleisley
Vice President

Task 1: Pre-Construction Progress Meetings:

- (A) The CMAR shall participate in design team progress meetings attended by the CM, Designer, Owner, and others as requested. The CMAR shall provide agendas and produce meeting notes from each meeting documenting the issues of the Project, assigning responsibilities for issue resolution and tracking timelines for issue resolution. CMAR shall provide meeting minutes after every progress meeting for the Owner and design team to review and accept.

The CMAR anticipates fifteen (15) meetings

- (B) This task will include the CMAR participating in community meetings, Commission meetings and Development Review Committee meetings throughout the design process as required by the Owner. These meetings shall include the introduction of the project team, who & how to contact team individuals, discussion of the project sequences/phasing, project timelines and additional details as requested by the Owner.

The CMAR anticipates two (2) meetings.

- (C) Permit Tracking and Coordination – This task involves tracking permits for building, zoning, environmental, engineering, etc. and coordinating with City or agencies for approvals. Also, ensuring subcontractors comply with permit requirements.

Task 1 – \$ 19,320.00

Task 2: Constructability Review / Value Engineering and Cost Estimates:

The CMAR will conduct document design reviews at 30% Construction Documents (CD's) and 60% CD's. CMAR shall work with the designer to provide alternatives and design solutions that are cost effective, value added and provide risk mitigation during construction.

The CMAR shall provide construction expertise in development of the construction documents to provide optimal phasing and sequencing of the construction work to stay within budget and schedule. CMAR shall perform a constructability analysis to identify defects, omissions, and recommendations for alternatives, value engineering for all phases of the Project. The constructability analysis shall include a review of: accessibility, construction methods, assembly, installation, material handling, expandability, phasing and other construction phase activities, and shall be delivered to Owner as a written document. CMAR shall also identify and help resolve other issues that might affect the aesthetics and longevity of the final work product and to mitigate logistical construction constraints.

Cost estimates will be performed at Conceptual plans, this is called the 30% CD's and 60% CD's to help determine the budget and to keep the project on track.

Task 2 – \$ 24,160.00

Task 3: Traffic Control Plan and Public Outreach:

CMAR shall develop, for approval by the City, a community plan to minimize the construction impacts to residents, businesses, vehicular traffic and pedestrians, the public and surrounding projects, in this active urban environment. This plan shall include methods of outreach and information flow and communication between the Construction Team, businesses, school representatives and/or neighborhood associations impacted by each project phase.

The CMAR will develop a traffic control plan which will provide coordinated adequate accessibility to businesses along the corridor. The Traffic Control Plan shall address typical rush hour traffic, school traffic and provide for construction sequencing that will optimize the coordinated construction schedule along the work corridor.

Task 3 – \$ 2,320.00

Task 4: Pre-Construction Scheduling:

The CMAR shall develop a master Pre-Construction Phase Bar Chart schedule incorporating design development, permitting, plan review, cost estimate preparation, guaranteed maximum price preparation, submittal review and approval, long lead item identification and procurement, kickoff informational meeting, project ground-breaking, coordinated construction sequencing, staging, and the overall construction schedule for the Project.

Task 4 – \$ 6,960.00

Task 5: Guaranteed Maximum Price (GMP) Development:

This scope consists of the CMAR preparing the Guaranteed Maximum Price and the final construction budget based on the 100% construction documents provided by the Owner/Design Team. The GMP shall consist of detailed line items for all major work to be performed. The GMP will follow the same format as the cost estimates. The following activities will take place, but will not be limited to:

- A. Public Advertisement: The CMAR will place an ad in a south Florida newspaper. Each ad will run for ten days over two consecutive weekends as a public notice to subcontractors to pre-qualify with the CMAR. Ads can be run in additional newspapers at the Owner's request as well.
- B. Subcontractor Pre-Qualification: The CMAR will use a pre-qualification questionnaire to qualify subcontractors who wish to bid on the projects. The questionnaire has subcontractors address items like bonding capacity, insurance

requirements, current schedule of work on hand, how many full time employees the firm has working for it, and other items that the CMAR feels are necessary to have a good subcontracting pool with which to issue bid packages. The CMAR will also respond to any questions the subcontractors have about prequalifying. The CMAR will then create a list of prequalified bidders and review them with the team to determine if a larger pool is required.

- C. Bid Package Preparation: The CMAR will conduct quantity surveys on the 100% construction plans using the same procedures used in the cost estimates to form scopes of work for each trade. These quantities are an in-house product used as an independent verification for use in analyzing subcontractor bids. These quantities will be put in an Excel spreadsheet and distributed to the qualified subcontractors as the bid form with the Invitation to Bid and Instructions to Bidders. The bid packages that will be developed will be tailored to the market of prospective bidders.
- D. Issuance of Bid Packages: The CMAR will issue bid packages to all qualified subcontractors that will include the Invitation to Bid, Instructions to Bidders and the bid form. The CMAR will conduct pre-bid meetings with prequalified subcontractors and conduct pre-bid tours of the project site, if necessary. Any questions that arise during the bidding phase will be answered in an addendum that will be sent to all bidding subcontractors. A date will be set to receive bids from all subs. This date will be firm and any subcontractor who submits after this date will be disqualified.
- E. Analyzing of Subcontractor Bids: After the CMAR receives all qualified bids (i.e. The bidding subcontractor responds on time with a complete bid) they will then begin analyzing and comparing the subcontractor bids. The CMAR will first be sure that all bids received are complete and that they acknowledge any and all addenda. Then the CMAR will set up a bid comparison spreadsheet to compare which subcontractors are low in their scope of work. The CMAR will conduct post bid meetings with individual subcontractors to confirm scope coverage and where necessary, create a scope coordination matrix to avoid any overlap of scope. After preparing and analyzing the comparison spreadsheets, the CMAR will prepare a recommendation for the apparent low bidder in each scope of work.
- F. Preparation of the Guaranteed Maximum Price (GMP): After going through all these steps, the CMAR will compile the GMP for the Owner. Included in this GMP will be the CMAR's general conditions, construction phase management team, profit and contingency. The CMAR will calculate the amount of savings the City can expect from Owner Direct Purchase.

The aforementioned information shall be presented to the Owner along with all supporting documentation (bid advertisements, bid packages, quantity surveys, subcontract bids, vendor quotes, spread sheet analysis, CMAR recommendations, line-item direct construction costs, general conditions, construction phase management team, CMAR fee, contingency, exceptions and clarifications, and plan log) shall be bound and submitted to the Owner for review, discussion, and approval.

Once approved, the GMP shall become the basis of the construction phase of the contract and shall be documented as an amendment to the base Contract.

Task 5 – \$ 35,900.00

TOTAL PRE-CONSTRUCTION SERVICES FEE ALL TASKS 1 THROUGH 5:

\$ 88,660.00

All tasks and fees include supplies, presentation materials, equipment, personnel, travel, and related costs associated with performing the services described.

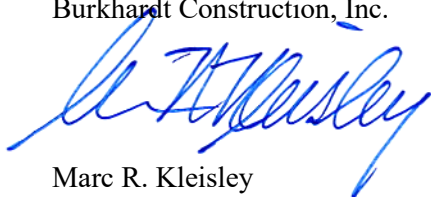
Presentation and acceptance, by the Owner, of a mutually acceptable GMP shall conclude preconstruction services.

We have attached our current hourly rates for your use should additional or alternative pre-construction services be requested. Additional pre-construction services scope and fee proposals for other services shall be prepared and submitted by the CMAR as requested by the Owner.

Thank you for the opportunity to submit this pre-construction services proposal. If you have any questions on this proposal, please contact us at (561) 659-1400.

Respectfully,

Burkhardt Construction, Inc.



Marc R. Kleisley
Vice President

City of Dania Beach
Scope and fee proposal for pre-construction services
RFQ No. 25-011

Construction Manager at Risk (CMAR)
for Construction of P.J. Meli Aquatic Complex

Hourly Rates for Additional Requested
Pre-Construction Services

<u>Name</u>	<u>Position</u>	<u>Rate</u>
Vincent G. Burkhardt	President	\$325.00
Sharon H. Burkhardt	Secretary/C.P.A.	\$215.00
Marc R. Kleisley	Vice President/Proj. Principal	\$215.00
Anthony Sabatino	Senior Project Manager	\$160.00
Bill Zammit	Snr. Vertical Project Manager	\$160.00
Adam Rossmell	Project Manager	\$125.00
CJ Rhody	Project Manager	\$125.00
Brandon Rhodes	Project Manager	\$125.00
Kevin Brennen	Project Manager	\$125.00
Nicholas Fasulo	Project Manager	\$125.00
Ruben Almazan	Const. Field Mgr.	\$105.00
Bob Woods	Const. Field Mgr.	\$105.00
Mike Vazquez	Const. Field Mgr.	\$105.00
Karl T. Kaminski	Utilities Const. Field Mgr.	\$105.00
Hemant Tank	Estimator/Cost Engineer	\$100.00
	Resident/Merchant Outreach	\$100.00
Sarah B. Hoadley	Accounting Manager/M.B.A.	\$ 95.00
Katy Pantaleon	Accounting	\$ 85.00
Rina Jorge	Admin. Ass't/Clerical	\$ 55.00
Crystal Caldwell	Admin. Ass't/Clerical	\$ 55.00



City of Dania Beach Finance Memorandum

DATE: 7/8/2025

TO: Honorable Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Non-ad valorem assessment rates for Fire Protection Services for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

Request:

Approval of a preliminary resolution establishing non-ad valorem assessment rates for Fire Protection Services for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

Background:

Since fiscal year 1997-1998, the City has levied an annual assessment to fund a portion of the costs for its Fire Protection Services. The budget and the City's call data were reviewed by the City's rate consultant to provide the assessment rates for the upcoming fiscal year. No EMS costs are funded with revenue from the special assessment.

The attached Preliminary Assessment Resolution sets forth the proposed assessment rates for the Fiscal Year 2025-2026. It also provides for a public hearing for the adoption of the final assessment roll on Monday, September 15, 2025, and notice of such hearing. The September 15th meeting is noticed through the annual TRIM (Truth in Millage) notices forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing.

The City utilizes a consultant to prepare the annual methodology report, and the methodology used for the 2025-26 special assessment is the same as the previous year. A review was conducted in 2021 that resulted in a minor change in the methodology. The apportionment of costs was modified to provide for a more equitable sharing of costs among commercial and warehouse properties, especially those with higher square footage. This methodology accurately reflects the nature of Fire Protection Services provided by the City, including both call volume and property type.

The City has undergone substantial multifamily and commercial development in recent years and is well-positioned for further growth. This expansion has led to an increased demand for fire services, accompanied by rising costs for these services and necessary investments in fire

personnel and equipment. Development efforts continue to shape the property base, while call volume impacts the annual apportionment of calls. Lastly, the recommended rates will recover 100% of assessable fire services costs. As a result, some property owners will experience a modest increase in Fire Protection Services assessment rates in FY2025/26, while others will see a decrease, as detailed in the following table:

Category	FY2025 Rate	FY2026 Rate	Difference	% Change
Acreage	\$85.23	\$72.87	(12.36)	-14.5%
Commercial	\$0.4213	\$0.4177	(0.0036)	-.08%
Residential	\$241.05	\$270.76	29.71	12.3%
Warehouse/Industrial	\$0.0488	\$0.0513	.0025	.05%

The residential assessment rate increased by \$29.71 (12.3%) to \$270.76 per residential unit, while the rate for acreage decreased by \$12.36 (14.5%). The commercial rate decreased slightly, while the warehouse/industrial rate increased very slightly due to a shift in call volume.

Budgetary Impact

According to the consultant's methodology report, the maximum Fire Services assessable costs are estimated to be \$8,963,913. Finance recommends assessing for 100% of assessable fire services costs, resulting in a net budgeted levy of \$8,605,356. The remaining costs of the Fire Protection budget, and all costs of EMS, will be funded by sources other than the special assessment.

Recommendation

Recommend that the City Commission adopt the preliminary resolution establishing the estimated non-ad valorem assessment rate for Fire Protection Services for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in July of 1996, the City of Dania Beach ("City") implemented a Fire Rescue Assessment to provide a portion of the funding for the City's fire rescue services and facilities with the adoption of Ordinance No. 10-96, subsequently codified as Chapter 23, Article VIII of the City of Dania Beach Code of Ordinances (the "Fire Assessment Ordinance"), and imposed fire rescue assessments for Fiscal Year 1997-1998 with the adoption of Resolution No. 63-96 also referred to as Resolution No. 1996-063 (the "Initial Assessment Resolution") and Resolution No. 72-96 also referred to as Resolution No. 1996-72 (the "Final Assessment Resolution", and together with the Initial Assessment Resolution, the "Initial Resolutions"); and

WHEREAS, the Fire Assessment Ordinance sets forth the process for annual administration of the Fire Rescue Assessments which includes adoption of (i) a Preliminary Rate Resolution describing the method of assessing fire rescue costs against Assessed Property located within the City, directing the preparation of an Assessment Roll, authorizing a public hearing and directing the provision of notice of such hearing, and (ii) an Annual Rate Resolution adopting the final assessment rates and directing billing and collection of the Fire Rescue Assessments for the forthcoming Fiscal Year; and

WHEREAS, in each year subsequent to 1996, the City has adopted the annual resolutions required by the Fire Assessment Ordinance for annual imposition and collection of the Fire Rescue Assessments; and

WHEREAS, to facilitate the understanding of the public and simplify the administration of the Fire Rescue Assessments, the City adopted Resolution No. 2017-084 and Resolution No. 2017-105 (collectively, the "2017 Resolutions") which superseded and supplanted all prior resolutions adopted pursuant to the Fire Assessment Ordinance without affecting the validity or effectiveness of any of the Fire Rescue Assessments adopted and imposed by such prior resolutions; and

WHEREAS, in each year subsequent to 2017, the City has adopted Preliminary Rate Resolutions and Annual Rate Resolutions in accordance with the requirements of the Fire Assessment Ordinance (such resolutions, together with the 2017 Resolutions, are referred to herein as the "Prior Assessment Resolutions"); and

WHEREAS, the City engaged the rate consulting firm Raftelis Financial Consultants, Inc. ("Raftelis") to prepare a study updating the data and methodology used by the City to calculate the Fire Rescue Assessment imposed against each property; and

WHEREAS, a copy of the FY 2026 Fire Services Assessment Study prepared by Raftelis (the "2025 Methodology Study") is attached hereto as Exhibit A; and

WHEREAS, the City Commission of the City of Dania Beach, Florida, deems it to be in the best interest of the citizens and residents of the City of Dania Beach to adopt this Preliminary Rate Resolution to begin the process of imposing Fire Rescue Assessments and approving and certifying the Assessment roll for the Fiscal Year commencing October 1, 2025 ("Fiscal Year 2025-26").

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

Section 1. **Authority.** This Resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance, the Prior Assessment Resolutions, Florida Statutes 166.021, 166.041 and 197.3632, and other applicable provisions of law.

Section 2. **Definitions, Purpose and Findings.** Capitalized terms not otherwise defined herein shall have the meanings assigned in the Fire Assessment Ordinance and Prior Assessment Resolutions. This Resolution constitutes the Preliminary Rate Resolution for Fiscal Year 2025-26 which initiates the annual process for updating the Assessment Roll. This

Resolution ratifies, confirms and supplements the Fire Assessment Ordinance and Prior Assessment Resolutions. The recital clauses set forth above are incorporated herein as the legislative finding of the City Commission. All recitals and legislative findings concerning the special benefit conveyed by fire rescue services and facilities and the fair and reasonable apportionment of the Fire Rescue Assessments set forth in the Fire Assessment Ordinance and Prior Assessment Resolutions are specifically ratified, confirmed and incorporated in this Resolution.

Section 3. Provision and Funding of Fire Services. Upon the imposition of Fire Rescue Assessments for fire services, facilities, or programs against Assessed Property located within the City, the City shall provide fire services to such Assessed Property. A portion of the cost to provide such fire services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining costs required to provide fire services, facilities, or programs shall be funded by lawfully available City revenues other than Fire Rescue Assessment proceeds. No emergency medical services ("EMS") costs are included in the Fire Rescue Assessment, and EMS costs shall not be funded by Fire Rescue Assessment proceeds. It is ascertained, determined, and declared by this Resolution that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire services, facilities, or programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner as set forth in this Preliminary Rate Resolution.

Section 4. Imposition and Computation of Fire Rescue Assessments. The 2026 Methodology Study describing the method of apportioning the Fire Rescue Assessments among Assessed Property, a copy of which is attached hereto as Exhibit A, is hereby approved, adopted and incorporated herein by reference. Fire Rescue Assessments for Fiscal Year 2025-26 shall be imposed against all Assessed Property based on the apportionment methodology for the Fire Rescue Assessment approved by the Prior Assessment Resolutions as updated in the 2026 Methodology Study using the Fire Class Codes and Fire Basis data maintained by the Broward County Property Appraiser for each Assessed Property.

Section 5. Legislative Determinations of Special Benefit and Fair Apportionment. Adoption of this Resolution constitutes a legislative determination that all parcels assessed derive a special benefit from the provision of fire rescue services, facilities and programs, and that the Fire Assessed Costs are apportioned fairly and reasonably among Assessed Properties, consistent with the 2026 Methodology Study and the legislative declarations,

determinations and findings as set forth in the Fire Assessment Ordinance and Prior Assessment Resolutions.

Section 6. **Determination of Fire Assessed Costs; Establishment of Proposed Not-to-Exceed Fire Rescue Assessment Rates.** The Fire Assessed Cost to be assessed and apportioned among Assessed Property for Fiscal Year 2025-26 is \$ 8,963,913 which represents 100% of the City's fire-related costs for Fiscal Year 2025-26 which are eligible for funding through the Fire Rescue Assessments. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from lawfully available City revenue other than Fire Rescue Assessment proceeds. The proposed Not-to-Exceed Fire Rescue Assessment Rates to generate the Fire Assessed Cost for such Fiscal Year are presented below. The approval of the Proposed Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the maximum amount of the Fire Assessed Cost and the maximum, or not-to-exceed, rates that may be imposed and collected for the upcoming fiscal year.

**PROPOSED NOT-TO-EXCEED FIRE RESCUE ASSESSMENT RATES
FOR FISCAL YEAR 2025-26**

PROPERTY USE CATEGORIES	RATE BASIS	RATE
Residential	Per Dwelling Unit	\$ 270.76
Acreage/Vacant	Per Acre	\$ 72.87
Commercial	Per Square Foot	\$ 0.4177
Industrial/Warehouse	Per Square Foot	\$ 0.0513

Section 7. **Preliminary Assessment Roll.** The City Manager or designee is directed to prepare, or cause to be prepared, an updated Preliminary Assessment Roll for Fiscal Year 2025-26, in the manner provided in the Fire Assessment Ordinance and this Resolution. The updated Assessment Roll shall include all Assessed Properties within the Fire Class Code categories and incorporate the Proposed Rates referenced in Section 6 above. Any property uses or classifications which were exempted from payment of the Fire Rescue Assessments by the Prior Assessment Resolutions shall be exempted from the Fire Rescue Assessments for Fiscal Year 2025-26. The City Manager or designee shall apportion the estimated Fire Assessed Cost to be recovered through Fire Rescue Assessments in the manner

approved and adopted in this Resolution. A copy of this Preliminary Rate Resolution, the Fire Assessment Ordinance, the Prior Assessment Resolutions, the 2026 Methodology Study, documentation related to the estimated amount of the Fire Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Preliminary Assessment Roll proposed for Fiscal Year 2025-26 be in printed form if the amount of the Fire Rescue Assessment for each parcel of Assessed Property can be determined by the use of a computer terminal available to the public.

It is ascertained, determined, and declared by this Resolution that the method of determining the Fire Rescue Assessments for fire services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Assessed Cost among parcels of Assessed Property located within the City.

Section 8. **Authorization of Public Hearing.** There is established a public hearing to be held at 7:00 p.m. on September 15, 2025, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments. At the conclusion of such public hearing, the City Commission will consider adoption of the Annual Rate Resolution for Fiscal Year 2025-26 imposing the Fire Rescue Assessments for such Fiscal Year, approving and certifying the final Assessment Roll, and providing for collection of the assessments on the same bill as ad valorem taxes. Adoption of the Annual Rate Resolution after the public hearing and approval of the final Assessment Roll shall be the final adjudication of the issues presented therein (including, but not limited to, the determination of special benefit and fair apportionment, the method of apportionment, the Fire Rescue Assessment rates, the final Assessment Roll and the levy, collection and lien of the Fire Rescue Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Rate Resolution.

Section 9. **Notice of Publication.** The City Clerk shall publish a notice of the public hearing authorized by Section 8 of this Preliminary Rate Resolution in the manner and time provided in Section 23-98 of the Ordinance.

Section 10. **Notice by Mail.** The Director of Finance shall provide information on the public hearing and the proposed not-to-exceed rates to the Broward County Property Appraiser's Office to be included in the TRIM (Truth in Millage) Notice to serve as first class notice as required by the Fire Assessment Ordinance.

Section 11. **Application of Assessment Proceeds.** Proceeds derived by the City from the Fire Rescue Assessments will be utilized for the provision of fire services, facilities, and programs and will not be used for any EMS costs or services. In the event there is any unexpended or uncommitted assessment revenue remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire services, facilities, and programs.

Section 12. **Conflict.** That all resolutions or parts of resolutions in conflict with this Resolution are superseded and supplanted to the extent of such conflict.

Section 13. **Severability.** That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 14. **Effective Date.** 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 ____ ____

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

EXHIBIT A

FY 2025-2026 Fire Services Assessment Study

(“2026 Methodology Study”)

Dated June 06, 2025

Prepared by Raftelis Financial Consultants

CITY OF DANIA BEACH

FY 2026 Fire Services Assessment Study

DRAFT REPORT / June 6, 2025



June 6, 2025

Yeimy Guzman
Chief Financial Officer
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

Subject: **FY 2026 Fire Services Assessment Study**

Dear Ms. Guzman:

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to present this Draft Report of the FY 2026 Fire Services Assessment Study that we have conducted for the City of Dania Beach. This report presents the analysis of the study for consideration and adoption of the initial resolution hearing. Please review and provide us with any comments, requests for revisions, or additional scenarios. Upon receipt of any requested changes, we will issue a Final Draft for review, followed by the Final Report for your records.

We appreciate the opportunity to be of service to the City and would like to thank the City staff for their valuable assistance and cooperation throughout the course of this study.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.

Joe Williams
Senior Manager

Erick van Malssen
Senior Consultant

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EXECUTIVE SUMMARY

Introduction

The City of Dania Beach (“the City”) has annually levied and collected a Non-Ad Valorem Fire Assessment against benefitted properties within the City to fund the provision of fire services beginning Fiscal Year (FY) 1997. The City annually considers the continuance of the Fire Assessment program and the amount to be funded for Fire Services. This study intends to update the Fire Assessment program using current property, cost, and calls for service data. The calls for service data used to provide the basis of Fire Service cost allocation to property types can change over time, therefore periodic updates to the Fire Assessment calculations are required to accurately and fairly reflect current allocation parameters to benefitted properties.

In accordance with Florida Law, the costs associated with providing Fire Services and facilities must be reasonably apportioned to the properties that receive a benefit from Fire Service in proportion to the benefit received. Therefore, the recommended Fire Assessments calculated in this study were developed such that the costs incurred by the City in providing Fire Service will be recovered through assessments to properties in proportion to the benefit received by the demand for service as reflected in the calls for service from each respective property class.

Study Procedures

The study first identifies the full Fire Services cost requirements for FY 2026 that recognizes the high level of service traditionally provided by Broward Sheriff's Office (BSO) and the City. This was accomplished by first allocating the full FY 2026 Proposed Fire Department budget between Fire Services and Emergency Medical Services (EMS) as required by Florida state statute. We also projected annual cost requirements for providing Fire Services in each year of a multi-year projection period from FY 2026 through FY 2030. This was accomplished through interactive work sessions with City staff to confirm allocation parameters, cost escalation rates, and the projected capital improvement plan.

The FY 2026 Fire Service Net Revenue Requirement identified in the budget allocation and projection process was then apportioned to each property class based upon National Fire Incident Reporting System (NIFRS) calls for service data provided by the BSO. Current Fire Rescue Non-Ad Valorem Assessment Roll and Property data provided by the Broward County Property Appraiser was used as the primary data source for assigning assessment units to each parcel. Property classifications were based upon the currently assigned Fire Class Codes for each parcel as maintained on the Property Appraiser's database. Once the allocation to property classes was complete, the Fire Assessment rate structure was developed and specific Fire Assessment rates for each property class were developed.

Summary of Study Results

Full (100%) Cost Recovery Rate Calculation

To calculate the FY 2026 Fire Assessments, we utilized the apportioned costs and total units per property classification as discussed in detail in subsequent sections of this report. The amount of assessable costs allocable to each property class was divided by the number of assessment units identified in each property class to compute the

Fire Assessment to be imposed against each parcel. Table ES 1 below presents the calculated FY 2026 Assessment Rates at full (100%) cost recovery, as well as a comparison of the existing FY 2026 Assessment Rates:

Table ES 1 – FY 2026 Assessment Rate Calculation – Full (100%) Cost Recovery

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR	Allocated Units	Unit Type	FY 2026 - Calculated Rates per Unit	FY 2025 - Current Rates per Unit
Acreage (Vacant)	A	0.54%	\$ 52,880	726	Acre	\$ 72.87	\$ 85.23
Commercial	C	39.99%	\$ 3,937,175	9,424,503	Sq Ft	\$ 0.4177	\$ 0.4213
Residential	R	50.93%	\$ 5,014,009	18,518	Dwelling Unit	\$ 270.76	\$ 241.05
Warehouse/Industrial	W	3.47%	\$ 341,318	6,650,500	Sq Ft	\$ 0.0513	\$ 0.0488
Government, Exempt	X	4.30%	\$ 423,042	645,248	Sq Ft	\$ 0.6556	N/A
Not For Profit, Exempt	Y	0.78%	\$ 76,917	446,157	Sq Ft	\$ 0.1723	N/A
		100.00%	\$ 9,845,342				

While the full cost FY 2026 Net Revenue Requirement is apportioned to all properties, the actual revenue realized will be less because exempted property is included in the apportionment but cannot be billed/assessed. In addition, a 96% budget adjustment factor was used to calculate the estimated net collected revenue after accounting for early payment discounts to the assessment bills. Table ES 2 below presents the estimated net billed and estimated assessment revenue at full (100%) cost recovery.

Table ES 2 – Net Billed and Estimated Collected Revenue – Full (100%) Cost Recovery

BCPA Category Description	BCPA Code	Allocated Assessment	Less: Exemptions	Total Billed Assessment
Acreage (Vacant)	A	\$ 52,880	\$ (2,856)	\$ 50,025
Commercial	C	\$ 3,937,175	\$ (133,606)	\$ 3,803,569
Residential	R	\$ 5,014,009	\$ (242,406)	\$ 4,771,603
Warehouse/Industrial	W	\$ 341,318	\$ (2,602)	\$ 338,716
Government, Exempt	X	\$ 423,042	\$ (423,042)	\$ -
Not For Profit, Exempt	Y	\$ 76,917	\$ (76,917)	\$ -
		\$ 9,845,342	\$ (881,429)	\$ 8,963,913
		Budgetary Adjustment/Discount		96%
		FY 2026 Estimated Collected Revenue	\$	8,605,356

Partial Cost Recovery Rate Calculation – Revenue Neutral Rates

The City has requested Raftelis to calculate the assessments with the latest call and property data, targeting the same revenue that would be generated with the current adopted (FY 2025) rates. The Broward County Property Appraiser's data shows that the current adopted rates would generate \$8,465,100 (rounded) in billed assessment revenues. With the 96% budgetary adjustment/discount applied, the current rates would collect an estimated \$8,126,500 (rounded) in net revenues. To accomplish the revenue target, the full cost NRR was reduced to 94.44% of the total potential costs. Table ES 3 below presents the rate calculations for this revenue target, while Table ES 4 shows the calculation of the target revenue.

Table ES 3 – FY 2026 Assessment Rate Calculation – Revenue Neutral Rate Target Scenario - \$8,126,500 Net Revenue (94.44% Cost Recovery)

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR	Allocated Units	Unit Type	FY 2026 - Calculated Rates per Unit	FY 2025 - Current Rates per Unit
Acreage (Vacant)	A	0.54%	\$ 49,940	726	Acre	\$ 68.82	\$ 85.23
Commercial	C	39.99%	\$ 3,718,268	9,424,503	Sq Ft	\$ 0.3945	\$ 0.4213
Residential	R	50.93%	\$ 4,735,231	18,518	Dwelling Unit	\$ 255.70	\$ 241.05
Warehouse/Industrial	W	3.47%	\$ 322,341	6,650,500	Sq Ft	\$ 0.0484	\$ 0.0488
Government, Exempt	X	4.30%	\$ 399,521	645,248	Sq Ft	\$ 0.6191	N/A
Not For Profit, Exempt	Y	0.78%	\$ 72,640	446,157	Sq Ft	\$ 0.1628	N/A
		100.00%	\$ 9,297,941				

Table ES 4 – Revenue Neutral Rate Target Scenario - Net Billed and Estimated Collected Revenue (includes deduction of exemptions) - \$8,126,500 Target Revenue

BCPA Category Description	BCPA Code	Allocated Assessment	Less: Exemptions	Total Billed Assessment
Acreage (Vacant)	A	\$ 49,940	\$ (2,696)	\$ 47,244
Commercial	C	\$ 3,718,268	\$ (125,958)	\$ 3,592,310
Residential	R	\$ 4,735,231	\$ (229,029)	\$ 4,506,201
Warehouse/Industrial	W	\$ 322,341	\$ (2,773)	\$ 319,568
Government, Exempt	X	\$ 399,521	\$ (399,521)	\$ -
Not For Profit, Exempt	Y	\$ 72,640	\$ (72,640)	\$ -
		\$ 9,297,941	\$ (832,617)	\$ 8,465,324
		Budgetary Adjustment/Discount		96%
		FY 2026 Estimated Collected Revenue	\$	8,126,711

Section 1 – Introduction

Background

The City of Dania Beach (“the City”) has annually levied and collected a Non-Ad Valorem Fire Assessment against benefitted properties within the City to fund the provision of fire services beginning Fiscal Year 1997. The City annually considers the continuance of the Fire Assessment program and the amount to be funded for Fire Services. This study intends to update the Fire Assessment program using current property, cost and calls for service data. The City’s current FY 2025 Fire Assessment rates by property class are presented in Table 1 below. These rates produced an estimated net collections of approximately \$7.5 million upon issuance in FY 2025.

Table 1 – Current FY 2024 Fire Assessment Rates

BCPA Category Description	Current Rates	
	per Unit	Unit Type
Acreage (Vacant)	\$ 85.23	Acre
Commercial	\$ 0.4213	Sq Ft
Residential	\$ 241.05	Dwelling Unit
Warehouse/Industrial	\$ 0.0488	Sq Ft

The calls for service data used to provide the basis of Fire Service cost allocation to property types can change over time, therefore periodic updates to the Fire Assessment calculations are required to accurately and fairly reflect current allocation parameters to benefitted properties.

The term “Fire Services” as used in this study refers to the twenty-four hours per day, seven days per week service for fire suppression provided to City properties. The City has previously determined that the owners of property benefitted by the proposed Fire Services should share in funding these services by imposition of non-ad valorem assessments. The City can fund through assessments up to 100% of the net Fire Services assessable costs, estimated to be \$9,845,342 in fiscal year 2026, as detailed in subsequent sections of this report. The City contracts with the Broward Sheriff’s Office (BSO) for Fire Rescue Services and it also has legacy pension and other City costs that must continue to be funded in addition to those pension costs charged by BSO.

Methodology

The development of a Non-Ad Valorem Assessment to fund Fire Services requires that the services and facilities for which properties are to be assessed confer a special benefit upon the property burdened by the special assessment. Simply stated, there must be a logical relationship between the services and facilities provided and the benefit to real property assessed.

In addition to the special benefit requirement, the costs associated with providing the services and facilities must be reasonably apportioned to the properties that receive a benefit from Fire Service in proportion to the benefit received. Therefore, the recommended Fire Assessments calculated in this study were developed such that the costs incurred by the City in providing Fire Service will be recovered through assessments to properties in proportion to the benefit received by the demand for service as reflected in the calls for service from each respective property class.

This part of the report describes the assessment methodology used to develop the Fire Assessments. The first section discusses relevant Florida Law regarding Special Non-Ad Valorem Assessments, followed by sections discussing how Florida Law has been applied to the determination of special benefit and the apportionment of the annual revenue requirements of the Fire Assessment to benefitting properties.

SUMMARY OF RELEVANT FLORIDA LAW GOVERNING SPECIAL ASSESSMENTS

This section discusses relevant Florida Law regarding special non-ad valorem assessments as it relates to the City's proposed Fire Assessment program. The discussion covers how Florida law relates to special benefit and proportional benefit.

Special non-ad valorem assessments are a revenue source available to local governments in Florida to fund capital improvements as well as operations and maintenance expenses for essential services such as roads, drainage, Fire Services, utilities, etc. Florida case law has established two requirements for the imposition of a non-ad valorem special assessment. These two requirements have become known as the "two-pronged test". They are 1) the property assessed must derive a special benefit from the improvement, service or facilities provided, and 2) the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.

In considering special benefit, the following question must be considered, "Can a special benefit be derived from Fire Service by all properties within the City to meet the first prong of the two pronged test, even if all properties are not improved and/or do not receive calls for service?". The answer is yes, based in part upon the Florida Supreme Court determination in *Fire District No. 1 of Polk County v. Jenkins*, a sufficient special benefit is derived by the availability of fire services to justify the imposition of the special assessment. Also, in *Meyer v. City of Oakland Park*, the Court upheld a sewer assessment on both improved and unimproved property, stating that the benefit need not be direct or immediate but must be substantial, certain and capable of being realized within a reasonable time. Also, In *City of Hallandale v. Meekins*, the Court indicated that the proper measure of benefits accruing to property from the assessed improvement was not limited to the existing use of the property, but extended to any future use which could reasonably be made.

PROPORTIONAL BENEFIT

It is well settled under Florida law that local governments are afforded great latitude regarding legislative determinations of special benefit and reasonable apportionment of costs (as evidenced by the Florida Supreme Court finding in *City of Boca Raton v. State of Florida*), that the apportionment of benefits is a legislative function, and that legislative determinations as to benefit and apportionment will be upheld unless the determination is arbitrary – that is, if reasonable persons may differ as to whether the land assessed was benefitted by the local improvement, the findings of the City officials must be sustained. In *City of Boca Raton v. State of Florida*, the Florida Supreme Court also determined that the manner of the assessment is immaterial and may vary, as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts. Accordingly, while any number of methodologies may be available for a given service or improvement, the community imposing the assessment is at liberty to select the methodology which provides the best fit in terms of local needs and circumstances.

SPECIAL BENEFIT – THE FIRST PRONG OF THE TWO-PRONGED TEST

Based upon discussions with City staff about the extent and nature of the Fire Services provided, we have concluded that all parcels within the City receive a special benefit from the Fire Services provided by BSO. In considering special benefit, it is important to consider that BSO maintains its Fire resources at a level that provides

a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, size, location within the City, or any other factors specific to the property requiring the service. In addition, Vacant lands not used actively in the production of agricultural products and services have Fire Services provided to them, and the City has determined that Fire Services provided to those lands derive benefit to them, due to the urbanized nature of the City.

As such, all properties receive a special benefit from the mere availability of Fire Services. Such benefit is independent of, and realized even in the absence of, a call or need for actual service. The benefits include:

- Continuous availability of immediate response to fire.
- Provision of first responder medical aid to protect the life and safety of occupants.
- Enhanced property value, marketability of and/or ability to develop property.
- Lowering the cost of Fire Insurance by the presence of a professional and comprehensive Fire Service
- Protection against the spread of fire to neighboring parcels, thereby limiting and containing liability.
- Increased use and enjoyment of the parcel derived from continual and immediately available comprehensive fire protection service should the need arise.
- Enhanced marketability and value of the parcel when compared to a similarly configured parcel for which fire protection services are unavailable.

Therefore, the first prong of the two-pronged test (the property burdened by the assessment must derive a special benefit from the service provided by the assessment) is met because all properties in the City receive a special benefit from the City-wide Fire Service provided by BSO.

FAIR APPORTIONMENT – THE SECOND PRONG OF THE TWO-PRONGED TEST

In considering the assessment methodology, the second prong of the two-pronged test requires that the costs of the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit. The Fire Services apportionment methodology used in this study allocates assessable costs based on the demand for Fire Services by classes of real property use as identified on the real property assessment roll prepared for the levy of ad valorem taxes. First, the assessable Fire Services costs are allocated among real property use categories based upon the historical demand for these services (cost apportionment). This demand is identified by examining the past three years of fire incident/calls for service data as reported by BSO to the State Fire Marshal's office. Second, the costs attributed to each property class are apportioned among the parcels on a per dwelling unit basis for Residential uses, a square footage basis for non-residential uses, and a per acre basis for vacant parcels (parcel apportionment). Further discussion of the consideration of fair apportionment is continued after the presentation of source data, methodology and assessment rate calculation in subsequent sections of this report.

Section 2 – Fire Services Costs

Fire and Rescue Service Allocation

Florida case law requires that the imposition of a special assessment for Fire Services only be used to fund Fire Services and first response rescue services. A Fire Assessment may not fund Emergency Medical Services (EMS), including transportation (Florida Supreme Court opinion in *City of North Lauderdale v. SMM Properties* -825 So.2d 343 Fla. 2002).

The City utilizes personnel who are certified firefighters that may also be qualified medical personnel. Personnel assigned to medical units may also be called upon to assist in firefighting duties. Because emergency medical services are not services for which the City can assess property, costs for those services cannot be included in the total fire services costs to determine the allowable assessed costs. Mutual aid services provided by other Fire Departments do not cost the City anything and those calls accordingly are not considered in this assessment.

BSO provides the City with an annual “Consideration” budget that becomes the contract cost for the ensuing fiscal year. The budget is for fire, rescue, inspection, and administrative costs of providing fire rescue services. Additionally, the City has costs in addition to its contract with BSO. When BSO took over fire rescue operations from the City, it was left with significant legacy pension costs related to its former employees that still must be funded. Similarly, the City must fund those employees share of the City’s other post-employment benefits (generally retiree medical costs). The City must also pay for the costs of administering the assessment itself. These costs include legal and professional fees, notification fees from the property appraiser’s office, advertising, and discounts allowed on early payments of property tax bills. Of the sum of these costs, only those costs directly attributable or allocated to fire services can be included in the assessment.

The remaining costs relate to the combined fire and EMS and must be allocated between the operations of those two services. While there are many ways to allocate the costs of these services, we have chosen to allocate them in proportion to the staffing of full-time equivalents (FTEs) by their function and shift assignment per apparatus. Fire Services budgets are largely driven by personnel costs. Fire costs are largely driven by insuring standby availability in the event of a fire. Similarly, EMS costs are largely driven by insuring standby availability in the event of a medical emergency. Although calls for service are used to allocate the Fire Services costs to the property classes (which is discussed in a later section of this report), calls for service are not a good basis for allocation between Fire Services and EMS because of the standby nature of those services which require a constant employ of personnel and facilities to be ready to respond.

Accordingly, we believe that the fairest apportionment method is one that utilizes a personnel assignment-based allocation. As of FY 2026, BSO operates two fire suppression apparatus vehicles (Quints) and three rescue vehicles. The Quints each require three personnel each shift. Each rescue unit now maintains three personnel per shift. Each unit requires three sets of personnel by shift, therefore FTEs for each apparatus are multiplied by three times the personnel assignment per shift. BSO maintains one Fire Prevention Officer, and five Fire Safety Inspectors, all fully allocated to Fire Services. Finally, the District Fire Chief and Administrative Assistant are allocated to Fire and Rescue by the weighted results of the directly allocated personnel. Table 2 below presents the results of the personnel allocation.

Table 2 – Allocation of Personnel between Fire and Rescue

Assignment/Position	Full Time		Fire	Rescue	Allocation
	Equivalents				
Quint 1	9		9		Direct Fire
Quint 17	9		9		Direct Fire
Rescue 1	9			9	Direct Rescue
Rescue 1	9			9	Direct Rescue
Rescue 17	9			9	Direct Rescue
Fire Prevention Officer	1		1		Direct Fire
Fire Safety Inspectors	5		5		Direct Fire
District Fire Chief	1		0.47	0.53	Weighted
Administrative Assistant	1		0.47	0.53	Weighted
Total	53		24.94	28.06	
Fire/Rescue Allocation			47.06%	52.94%	

Calculation of the Net Revenue Requirement

To calculate the Fire Services Net Revenue Requirement (NRR) for FY 2026 and beyond, the proposed FY 2026 BSO budget as well as other City costs for Fire Services were projected using cost escalation factors identified by City Staff. In each year of the projection period, offsetting revenues from other sources were deducted from the expenditure requirements so that the full complement of dedicated Fire revenues is not double recovered. A 4% allowance (i.e. assumed reduction in fee revenues) for early payment/statutory discounts was included to determine the annual net revenue requirements to be recovered by the fire assessment fees. The projection of Fire Services Net Revenue Requirement for FY 2026 – FY 2030 is presented in Table 3. The Net Revenue Requirement in FY 2026 through FY 2030 represents 100% Cost Recovery or Maximum Allocated costs for the annual assessments as calculated herein. The maximum allocated cost for the FY 2026 Fire Assessment is \$9,845,342

Table 3 – Calculation and Projection of the Net Revenue Requirement

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Annual Escalation Factor
Expenditures						
Broward Sheriff's Office	\$ 20,663,351	\$ 21,593,202	\$ 22,564,896	\$ 23,580,316	\$ 24,641,430	4.50%
City Fire Costs	\$ 1,247,000	\$ 1,303,115	\$ 1,361,755	\$ 1,423,034	\$ 1,487,071	4.50%
Other City Operating Expenses	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	0.00%
Property Appraiser and Tax Collector Fees	\$ 7,896	\$ 8,133	\$ 8,377	\$ 8,628	\$ 8,887	3.00%
Advertisements	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	0.00%
Legal and Professional Fees	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	0.00%
Consultant Costs - Assessment Updates	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	
Total Expenditures	\$ 21,935,747	\$ 22,921,950	\$ 23,952,528	\$ 25,029,479	\$ 26,154,888	
Less: Direct EMS Costs	\$ (130,000)	\$ (135,850)	\$ (141,963)	\$ (148,352)	\$ (155,027)	4.50%
Total Net Fire Costs Before Allocation	\$ 21,805,747	\$ 22,786,100	\$ 23,810,565	\$ 24,881,127	\$ 25,999,861	
% Allocated to Fire ⁽¹⁾	47.06%	47.06%	47.06%	47.06%	47.06%	
Assessable Fire Costs	\$ 10,261,528	\$ 10,722,870	\$ 11,204,972	\$ 11,708,766	\$ 12,235,229	
Less: Attributed Revenues						
Hazmat Permit Fees	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	0.00%
Fire Inspection Fees	\$ (800,000)	\$ (828,000)	\$ (856,980)	\$ (886,974)	\$ (918,018)	3.50%
Total Attributed Revenues	\$ (810,000)	\$ (838,000)	\$ (866,980)	\$ (896,974)	\$ (928,018)	
Net Assessable Fire Costs	\$ 9,451,528	\$ 9,884,870	\$ 10,337,992	\$ 10,811,791	\$ 11,307,210	
Plus: Assessment Discounts (4%)	\$ 393,814	\$ 411,870	\$ 430,750	\$ 450,491	\$ 471,134	
Net Revenue Requirement	\$ 9,845,342	\$ 10,296,740	\$ 10,768,741	\$ 11,262,283	\$ 11,778,344	

(1) - Refer to Table 2 for Allocation calculation

Section 3 – Calculation of the Fire Assessment

Assessment Property Classifications

Using the Broward County Property Appraisers (BCPA) tax roll data, benefited parcels were identified using the various categories of land use codes within that data set. Additionally, and to keep the proposed apportionment categories as close to the existing categories as possible, we relied upon the Fire Class codes currently maintained by the BCPA. The BCPA has previously identified and coded the improved properties by type and assigned each parcel an appropriate Fire Class Code. We reviewed consistency in this data, and it was determined to be of high accuracy. This data has also undergone considerable review over time through prior studies. The Fire Class codes used are as follows:

- **Residential (“R”)** This includes all residential dwelling units, be they single family, multifamily, mobile homes, or mobile home lots. This includes separate or attached guest houses or “granny flats” or anything considered a residential dwelling unit.
- **Commercial (“C”)** This includes all property used for commercial activity, except where otherwise identified by its own Fire Class code and includes office and retail uses. It also includes recreational vehicle lots converted to commercial square footage as provided by statute.
- **Government (“X”)** This includes any property owned by a federal, state, or local government.
- **Special (“S”, and generally mixed use)** This includes property that has more than one use or improvement that contains more than one Fire Class code. An example might be a parcel which contained both a warehouse and an office use. Each use will be assigned the cost for that use.
- **Vacant Acreage Parcels Not Developed (“A”)** This includes land that does not contain any improvement or structure but excludes property classified as agricultural.
- **Warehouse/Industrial (“W”)** This includes manufacturing and processing sites, storage units (whether for commercial or non-commercial purposes), and warehousing sites.
- **Miscellaneous (“Y”)** This includes properties that are used for Charitable, Educational, Literary, Scientific, or Religious organizations, or other properties defined under Florida Statutes. These properties may be assessed or may be excluded by the City from year-to- year.

It should also be noted that properties that can sometimes be exempt from this assessment (e.g., church-owned residential properties, portions of warehouses used for exempt purposes, portions of office buildings used for exempt purposes) remain classified as “R”, “C”, “W”, etc. and are included in the assessment calculations, but are not assessed if the City has excluded them from the assessment levy. In addition, all Residential, Vacant, Commercial or Warehouse units for parcels categorized as “X” or “Y” are assigned to the relevant assessment types for allocation and rate calculation, even though the parcels are exempt ultimately not billed. For example, if a property is shown to contain a single-family residential dwelling (“R”) but is owned by a Church (“Y”), it’s dwelling unit will be allocated to the Residential rate calculation, but the parcel will not be billed the assessment. Again, these codes are used by BCPA to assist them in the administration of their rolls, and we believe them to be highly accurate at the parcel level.

Each BCPA parcel for the City also has, in addition to a Fire Class code, a Fire Basis element, which indicates the number of applicable billing units located on the parcel. For example, a single-family residential dwelling unit would have a Fire Basis element of “1”, indicating that the fixed residential assessment rate would be multiplied by “1” to arrive at an assessment amount and a duplex residential dwelling unit would have a Fire Basis element of “2”, indicating that the fixed residential assessment rate would be multiplied by “2” to arrive at an assessment amount, and so on. Commercial, Warehouse/Industrial, and Not-for-profit are based upon the square footage of buildings on the property. The sum of all structures of similar fire class are added together to determine the total square footage for each fire class on each parcel. Acreage is based upon the number or fraction of an acre for the parcel. The Fire Class code “S”, Special, generally includes mixed-use parcels that have mixed assessment rates applied to them. The sum of each category (e.g., “Residential”, “Commercial”, etc.) are added together within this coding. The Fire Basis element code in this Fire Class code in this category indicates the amount of the assessment for that Fire Class code. The BCPA handles mixed-use parcels as exceptions and manually calculates the assessment based upon the particular mix of uses that exist on those parcels.

Mobile Home parks are assessed whether or not a lot/space is occupied. Each mobile home lot/space is assessed a residential assessment rate. The commercial component of a mobile home park may include a calculation based on the total of any commercial structures located on the parcel plus an assigned commercial structure size of the minimum square footage of 1,200 square feet that is mandated by the Department of Health under Chapter 64E-15.002(3), Florida Administrative Code for Recreational Vehicle Park spaces and a square footage of 500 square feet for tent spaces inside Recreational Vehicle Parks, also as mandated by Chapter 64E-15.002(3), Florida Administrative Code. The City does not have any parks that have only recreational vehicles. Mobile home parks are mixed-use parcels.

There were 14,301 unique parcels or folio numbers within the City of Dania Beach fire assessment district provided to us by the BCPA in June 2025. Among these individual parcels are non-assessable, fully excluded parcels such as residential multi-family common areas, submerged lands, lake bottoms, right of ways, etc. For all real property used in the allocation of the NRR, the unit counts by BCPA Fire Class category code and use code counts appear below:

Table 4 – Identified Units by BCPA Fire Class Category

BCPA Category Description	BCPA Code	Allocated Units	Unit Type
Acreage (Vacant)	A	726	Acres
Commercial	C	9,424,503	Sq Ft
Residential	R	18,518	Dwelling Units
Warehouse/Industrial	W	6,650,500	Sq Ft
Government, Exempt	X	645,248	Sq Ft
Not For Profit, Exempt	Y	446,157	Sq Ft

The City may not ultimately assess all the properties within these fire class categories for Fire Services as the City traditionally has exempted some uses (e.g., non-profits, houses of worship, and other properties also exempt from property taxes) of property from the fire assessment. Commercial, Warehouse/Industrial, and, if levied, Not-for-

profit parcels are assessed based on square footage of the structures by fire class on each parcel. The costs associated with any exempt parcels have not been reallocated to the remaining non-exempt parcels and those costs are assumed by other sources of City revenue.

Calls For Service Analysis

The costs identified in this study are apportioned to property categories based upon an analysis of the calls for service data provided by BSO. The call/incident data identified the number and type of calls made by City Fire and EMS vehicles for three fiscal-years beginning October 1, 2021 (FY 2022) – September 30, 2024 (FY 2024). The call/incident data is extracted from the National Fire Incident Reporting System (NIFRS).

The data field containing the type of call/incident was used to separate calls determined to be Fire Services, and those determined to be EMS or other non-Fire calls. Only Fire Services calls were used for the apportionment of the Fire Assessments. **Schedule 1 of Appendix A** presents the full list of unique call/incident types in the data set provided by BSO, and the identification of incident type as being either Fire or EMS for the assessment calculations. Certain call types were considered Non-Fire related such as cancelled calls, false alarms or erroneous records. We also excluded from the call data calls to property that was located outside of the City limits or served for fire rescue by other entities, such as the Fort Lauderdale/Hollywood International Airport or Port Everglades. The call data represented 20,884 calls over the three fiscal-year time period. Of these calls, 2,190 were identified by incident type as Fire related.

Beyond identifying the call/incident type, we then allocated the Fire calls using property types as coded in the call data. **Schedule 2 of Appendix A** presents each unique property use code in the NIFRS data, and the application of the property categories to each code as utilized in this study. Of the 2,190 calls identified as Fire related, 2,048 were calls to real property and specific property uses. The remaining 142 calls were to non-real property or non-specific property and were therefore excluded from the apportionment analysis.

The remaining 2,048 calls were assigned to the assessment property classifications. Table 5 below illustrates the assignment of calls to the property categories identified in the previous subsection. The percentages identified in the Fire Calls to Real Property are used to allocate the FY 2026 Net Revenue Requirement to each property class.

Table 5 – Fire Call Allocation to Real Property, by Property Type

All Eligible Calls - Real Property	BCPA Code	3-Year Call Total	% of Total
Acreage, Vacant, Lot	A	11	0.54%
Commercial	C	819	39.99%
Residential	R	1,043	50.93%
Warehouse/Industrial	W	71	3.47%
Government	X	88	4.30%
Not For Profit	Y	16	0.78%
		2,048	100.00%

Apportionment of the Net Revenue Requirement

The next step in the Fire Assessment calculation is to allocate the FY 2026 Net Revenue Requirement amongst the property classes. This is done by utilizing the allocations of Fire calls to real property as identified in the previous section. Featured below, Table 6 contains the apportionment of the FY 2026 Net Revenue Requirement to the identified property classes.

Table 6 – Allocation of FY 2026 Net Revenue Requirement

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR
Acreage (Vacant)	A	0.54%	\$ 52,880
Commercial	C	39.99%	\$ 3,937,175
Residential	R	50.93%	\$ 5,014,009
Warehouse/Industrial	W	3.47%	\$ 341,318
Government, Exempt	X	4.30%	\$ 423,042
Not For Profit, Exempt	Y	0.78%	\$ 76,917
Total:		100.00%	\$ 9,845,342

Fire Assessment Rate Calculation

Full (100%) Cost Recovery Rate Calculation

To calculate the FY 2026 Fire Assessments, we utilized the apportioned costs and total units per property classification as identified in the previous sections of this report. The amount of assessable costs allocable to each property class was divided by the number of assessment units identified in each property class to compute the Fire Assessment to be imposed against each parcel. Table 7 below presents the calculated FY 2026 Assessment Rates at full (100%) cost recovery, as well as a comparison of the existing FY 2025 Assessment Rates:

Table 7 – FY 2026 Assessment Rate Calculation – Full (100%) Cost Recovery

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR	Allocated Units	Unit Type	FY 2026 - Calculated Rates per Unit	FY 2025 - Current Rates per Unit
Acreage (Vacant)	A	0.54%	\$ 52,880	726	Acre	\$ 72.87	\$ 85.23
Commercial	C	39.99%	\$ 3,937,175	9,424,503	Sq Ft	\$ 0.4177	\$ 0.4213
Residential	R	50.93%	\$ 5,014,009	18,518	Dwelling Unit	\$ 270.76	\$ 241.05
Warehouse/Industrial	W	3.47%	\$ 341,318	6,650,500	Sq Ft	\$ 0.0513	\$ 0.0488
Government, Exempt	X	4.30%	\$ 423,042	645,248	Sq Ft	\$ 0.6556	N/A
Not For Profit, Exempt	Y	0.78%	\$ 76,917	446,157	Sq Ft	\$ 0.1723	N/A

While the full cost FY 2026 Net Revenue Requirement is apportioned to all properties, the actual revenue realized will be less because exempted property is included in the apportionment but cannot be billed/assessed. In addition,

a 96% budget adjustment factor was used to calculate the estimated net collected revenue after accounting for early payment discounts to the assessment bills. Table 8 below presents the estimated net billed and estimated assessment revenue at full (100%) cost recovery.

Table 8 – Net Billed and Estimated Collected Revenue – Full (100%) Cost Recovery

BCPA Category Description	BCPA Code	Allocated Assessment	Less: Exemptions	Total Billed Assessment
Acreage (Vacant)	A	\$ 52,880	\$ (2,856)	\$ 50,025
Commercial	C	\$ 3,937,175	\$ (133,606)	\$ 3,803,569
Residential	R	\$ 5,014,009	\$ (242,406)	\$ 4,771,603
Warehouse/Industrial	W	\$ 341,318	\$ (2,602)	\$ 338,716
Government, Exempt	X	\$ 423,042	\$ (423,042)	\$ -
Not For Profit, Exempt	Y	\$ 76,917	\$ (76,917)	\$ -
		\$ 9,845,342	\$ (881,429)	\$ 8,963,913
		Budgetary Adjustment/Discount		96%
		FY 2026 Estimated Collected Revenue		\$ 8,605,356

Partial Cost Recovery Rate Calculation – Revenue Neutral Rate Target Scenario

The City has requested Raftelis to calculate the assessments with the latest call and property data, targeting the same revenue that would be generated with the current adopted (FY 2025) rates. The Broward County Property Appraiser's data shows that the current adopted rates would generate \$8,465,100 (rounded) in billed assessment revenues. With the 96% budgetary adjustment/discount applied, the current rates would collect an estimated \$8,126,500 (rounded) in net revenues. To accomplish the revenue target, the full cost NRR was reduced to 94.44% of the total potential costs. Table 9 below presents the rate calculations for this revenue target, while Table 10 shows the calculation of the target revenue.

Table 9 – FY 2026 Assessment Rate Calculation – Revenue Neutral Rate Target Scenario - \$8,126,500 Net Revenue (94.44% Cost Recovery)

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR	Allocated Units	Unit Type	FY 2026 - Calculated Rates per Unit	FY 2025 - Current Rates per Unit
Acreage (Vacant)	A	0.54%	\$ 49,940	726	Acre	\$ 68.82	\$ 85.23
Commercial	C	39.99%	\$ 3,718,268	9,424,503	Sq Ft	\$ 0.3945	\$ 0.4213
Residential	R	50.93%	\$ 4,735,231	18,518	Dwelling Unit	\$ 255.70	\$ 241.05
Warehouse/Industrial	W	3.47%	\$ 322,341	6,650,500	Sq Ft	\$ 0.0484	\$ 0.0488
Government, Exempt	X	4.30%	\$ 399,521	645,248	Sq Ft	\$ 0.6191	N/A
Not For Profit, Exempt	Y	0.78%	\$ 72,640	446,157	Sq Ft	\$ 0.1628	N/A
		100.00%	\$ 9,297,941				

Table 10 - Revenue Neutral Rate Target Scenario - Net Billed and Estimated Collected Revenue (includes deduction of exemptions) - \$8,126,500 Target Revenue

BCPA Category	BCPA	Allocated	Less:	Total Billed
Description	Code	Assessment	Exemptions	Assessment
Acreage (Vacant)	A	\$ 49,940	\$ (2,696)	\$ 47,244
Commercial	C	\$ 3,718,268	\$ (125,958)	\$ 3,592,310
Residential	R	\$ 4,735,231	\$ (229,029)	\$ 4,506,201
Warehouse/Industrial	W	\$ 322,341	\$ (2,773)	\$ 319,568
Government, Exempt	X	\$ 399,521	\$ (399,521)	\$ -
Not For Profit, Exempt	Y	\$ 72,640	\$ (72,640)	\$ -
		\$ 9,297,941	\$ (832,617)	\$ 8,465,324
		Budgetary Adjustment/Discount		96%
FY 2026 Estimated Collected Revenue				\$ 8,126,711

Consideration of Fair Apportionment of Assessment

While there can be many ways to fairly apportion the costs of the fire services to benefited properties, we note the following:

Apportioning costs among classifications of property based upon the historical demand for fire rescue services is a fair and reasonable method because it reflects the property uses' potential fire risk based upon building use and is a reasonable proxy for the firefighters training and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the City's standards and practices. It is fair and reasonable to allocate costs to any particular non-residential structure without any limit to the square footage of a structure as large buildings require more resources and more value of property benefits from fire protection. It is fair and reasonable to not consider the flow capacity of fire apparatus as a limiting factor to fire protection as larger buildings will have fire flows provided independent of the apparatus cumulative pumping capacity. The amount of personnel engaged in firefighting increases with building size and personnel costs are the largest costs in fire protection. Buildings cannot be permitted for construction if a local government cannot provide adequate fire protection at the time they are ready for occupancy. Accordingly, we have removed tranches from earlier studies and have determined that limits on the size of structures may shift the cost burden to owners of smaller structures. Apportioning costs among classifications of property (Fire Class code) based upon both historical demand for fire rescue services is fair and reasonable and proportional to the special benefit received and will ensure that no property is assessed an amount greater than the special benefit received.

Apportioning costs to unimproved properties is fair and reasonable as fire call data demonstrates that there are calls to those properties that are not infrequent. Fires on unimproved properties can spread to other parcels, both improved and unimproved, and in an urban environment, uncontrolled or unaddressed fires can cause significant damage. Property owners can be held responsible for fires on their property that spread to other parcels. The fire rescue incident reports (NFIRS) are the most reliable data available to determine the potential demand for fire services from property use and to determine the benefit to property use resulting from the demand for fire services to protect and serve buildings and land located within assessed property and their intended occupants. There exist sufficient fire incident reports that document the historical demand for fire services from assessed property within the property use categories. The relative demand that has been determined for each property use

category by an examination of such fire incident reports is consistent with the experience of the City. Therefore, the use of the relative percentages that were determined by an examination of fire rescue incident reports is a fair and reasonable method to apportion the fire services assessed costs among the property use categories (Fire Class codes).

Neither the size nor the value of the residential property determines the scope of the required fire response by the City. The potential demand for fire services is driven by the existence of a dwelling unit.

Apportioning the percentage of the fire services assessed costs relating to the relative demand for fire services attributable to residential property on a per dwelling unit basis (Fire Basis) is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.

The separation of non-residential property buildings by actual square footage (Fire Basis) is fair and reasonable for the purpose of parcel apportionment for the relative demand because the demand for fire service is determined and measured by the actual square footage of structures and improvements within benefited parcels. The greater the building area, the greater the potential for a large fire and the greater the amount of firefighting resources that must be available in the event of a fire in a structure of that building's size. It is fair and reasonable to correlate a building's benefit directly to a building's size, without limit.

Based upon the historical demand for fire protection services, the percentages of the City's total fire protection assessable costs attributable to vacant non-agricultural properties were calculated. The costs attributable to parcels were divided by the number of acres (Fire Basis) associated with parcels in the Acreage category to compute the fire assessment rate per acre. An acreage charge is a fair and reasonable allocation for vacant non-agricultural properties.

For residential parcels that contain non-residential buildings, non-residential improvements located on the parcel were treated according to their non-residential property use category and size to compute the parcel's non-residential fire protection assessment. This assessment was then added to the parcel's residential fire services assessment. For non-residential parcels that contain a residence, the number of dwelling units by type located on the parcel was multiplied by the rate per dwelling unit to compute the parcel's residential fire services assessment. This assessment was then added to the parcel's non-residential fire services assessment. For agricultural parcels that contain a residence or non-residential building, the parcel was assessed for the actual number of dwelling units by type located on the parcel and/or the appropriate assessment for the non-residential building square footage. The property used for agricultural purposes was not assessed.

We believe that the apportionment methodology prepared here is fair and reasonable and benefits the property that will be assessed and that it fits the particular properties in and nature of the City of Dania Beach.

Section 4 – Summary of Recommendations

Based upon the results of the analysis presented herein, we recommend the following:

1. We recommend the Assessment Rates presented herein to be adopted by the City for FY 2026 at or below the full cost recovery calculation.
2. We recommend the City continue its policy of evaluating the fire assessment rates on an annual basis and adjusting the assessment rates to reflect increases in the cost of Fire Service.
3. We recommend the City to continue to update the fire assessment rates annually to keep pace with ongoing changes in costs, call allocations and property demographics.

Section 5 – Appendix A

Schedule 1 – NFIRS Call Data Call/Incident Type Categorizations

Schedule 2 – NFIRS Call Data Property Use Categorizations

Schedule 1 - NFIRS Call Data Call/Incident Type Categorizations

NFIRS Type Code	NFIRS Type Description	Included?	Call Type
111	Building fire	Y	Fire Services
113	Cooking fire, confined to container	Y	Fire Services
121	Fire in mobile home used as fixed residence	Y	Fire Services
122	Fire in motor home, camper, recreational vehicle	Y	Fire Services
131	Passenger vehicle fire	Y	Fire Services
138	Off-road vehicle or heavy equipment fire	Y	Fire Services
151	Outside rubbish, trash or waste fire	Y	Fire Services
154	Dumpster or other outside trash receptacle fire	Y	Fire Services
161	Outside storage fire	Y	Fire Services
221	Overpressure rupture of air or gas pipe/pipeline	Y	Fire Services
321	EMS call, excluding vehicle accident with injury	N	EMS/Rescue/Other
322	Motor vehicle accident with injuries	N	EMS/Rescue/Other
323	Motor vehicle/pedestrian accident (MV Ped)	N	EMS/Rescue/Other
324	Motor vehicle accident with no injuries.	N	EMS/Rescue/Other
341	Search for person on land	N	EMS/Rescue/Other
342	Search for person in water	N	EMS/Rescue/Other
353	Removal of victim(s) from stalled elevator	Y	Fire Services
357	Extrication of victim(s) from machinery	N	EMS/Rescue/Other
372	Trapped by power lines	N	EMS/Rescue/Other
411	Gasoline or other flammable liquid spill	Y	Fire Services
412	Gas leak (natural gas or LPG)	Y	Fire Services
413	Oil or other combustible liquid spill	Y	Fire Services
421	Chemical hazard (no spill or leak)	Y	Fire Services
422	Chemical spill or leak	Y	Fire Services
424	Carbon monoxide incident	Y	Fire Services
442	Overheated motor	Y	Fire Services
444	Power line down	Y	Fire Services
445	Arcing, shorted electrical equipment	Y	Fire Services
451	Biological hazard, confirmed or suspected	Y	Fire Services
463	Vehicle accident, general cleanup	N	EMS/Rescue/Other
511	Lock-out	N	EMS/Rescue/Other
531	Smoke or odor removal	Y	Fire Services
541	Animal problem	N	EMS/Rescue/Other
542	Animal rescue	N	EMS/Rescue/Other
550	Public service assistance, other	N	EMS/Rescue/Other
551	Assist police or other governmental agency	N	EMS/Rescue/Other
552	Police matter	N	EMS/Rescue/Other
553	Public service	N	EMS/Rescue/Other
555	Defective elevator, no occupants	Y	Fire Services
561	Unauthorized burning	Y	Fire Services
611	Dispatched & canceled en route	N	EMS/Rescue/Other
621	Wrong location	N	EMS/Rescue/Other
622	No incident found on arrival at dispatch address	N	EMS/Rescue/Other
631	Authorized controlled burning	Y	Fire Services
700	False alarm or false call, other	Y	Fire Services
710	Malicious, mischievous false call, other	Y	Fire Services
711	Municipal alarm system, malicious false alarm	Y	Fire Services
713	Telephone, malicious false alarm	Y	Fire Services
715	Local alarm system, malicious false alarm	Y	Fire Services

Schedule 1 - NFIRS Call Data Call/Incident Type Categorizations

NFIRS Type Code	NFIRS Type Description	Included?	Call Type
721	Bomb scare - no bomb	Y	Fire Services
731	Sprinkler activation due to malfunction	Y	Fire Services
733	Smoke detector activation due to malfunction	Y	Fire Services
734	Heat detector activation due to malfunction	Y	Fire Services
735	Alarm system sounded due to malfunction	Y	Fire Services
736	CO detector activation due to malfunction	Y	Fire Services
741	Sprinkler activation, no fire - unintentional	Y	Fire Services
743	Smoke detector activation, no fire - unintentional	Y	Fire Services
744	Detector activation, no fire - unintentional	Y	Fire Services
745	Alarm system activation, no fire - unintentional	Y	Fire Services
746	Carbon monoxide detector activation, no CO	Y	Fire Services
812	Flood assessment	Y	Fire Services
813	Wind storm, tornado/hurricane assessment	Y	Fire Services
814	Lightning strike (no fire)	Y	Fire Services
815	Severe weather or natural disaster standby	Y	Fire Services
911	Citizen complaint	Y	Fire Services
1121	Fire in structure (contents only)	Y	Fire Services
1321	Commercial vehicle fire	Y	Fire Services
1341	Watercraft fire	Y	Fire Services
1411	Natural vegetation fire (trees, grass, brush)	Y	Fire Services
2411	Explosion only (no fire)	Y	Fire Services
3111	Decontamination unit response	Y	Fire Services
3311	Subject Locked IN (locked vehicle or secure area)	Y	Fire Services
3511	TRT - Building/Structure Collapse (with victims)	Y	Fire Services
3651	Boater/Watercraft in distress	Y	Fire Services
3811	EMS Standby/Detail	N	EMS/Rescue/Other
4611	Structure weakened or collapsed (No Victims)	Y	Fire Services
5221	Water Leak/Problem	Y	Fire Services
5501	Radiological Survey	Y	Fire Services
5541	Lift/Elderly Assist	N	EMS/Rescue/Other
6001	DELETE CALL	N	EMS/Rescue/Other
6511	Smoke Investigation (visual or smell of smoke)	Y	Fire Services
6711	Hazmat - Investigation, no hazards found	Y	Fire Services
7151	Malicious false alarm, Pull station activated	Y	Fire Services
7451	Medical alarm - unintentional	N	EMS/Rescue/Other

Schedule 2 – NFIRS Call Data Property Use Categorizations

NFIRS Property Use Code	NFIRS Property Use Description	BCPA Fire Description
111	Bowling establishment	Commercial
113	Electronic amusement center	Commercial
116	Swimming facility: indoor or outdoor	Commercial
120	Variable-use amusement, recreation places, other	Commercial
121	Ballroom, gymnasium	Commercial
122	Convention center, exhibition hall	Commercial
123	Stadium, arena	Commercial
124	Playground	Commercial
129	Amusement center: indoor/outdoor	Commercial
130	Places of worship, funeral parlors, other	Not For Profit
131	Church, mosque, synagogue, temple, chapel	Not For Profit
140	Clubs, other	Commercial
141	Athletic/health club	Commercial
142	Clubhouse	Commercial
144	Casino, gambling clubs	Commercial
150	Public or government, other	Government
151	Library	Government
152	Museum	Government
160	Eating, drinking places, other	Commercial
161	Restaurant or cafeteria	Commercial
162	Bar or nightclub	Commercial
170	Passenger terminal, other	Commercial
171	Airport passenger terminal	Commercial
173	Bus station	Commercial
174	Rapid transit station	Commercial
180	Studio/theater, other	Commercial
181	Live performance theater	Commercial
183	Movie theater	Commercial
211	Preschool	Government
213	Elementary school, including kindergarten	Government
215	High school/junior high school/middle school	Government
241	Adult education center, college classroom	Not For Profit
254	Day care, in commercial property	Commercial
311	24-hour care Nursing homes, 4 or more persons	Residential
321	Mental retardation/development disability facility	Not For Profit
322	Alcohol or substance abuse recovery center	Not For Profit
331	Hospital - medical or psychiatric	Commercial
341	Clinic, clinic-type infirmary	Commercial
342	Doctor, dentist or oral surgeon office	Commercial
343	Hemodialysis unit	Commercial
361	Jail, prison (not juvenile)	Government
363	Reformatory, juvenile detention center	Government
365	Police station	Government
419	1 or 2 family dwelling	Residential
429	Multifamily dwelling	Residential
439	Boarding/rooming house, residential hotels	Residential
449	Hotel/motel, commercial	Commercial
459	Residential board and care	Residential
511	Convenience store	Commercial
519	Food and beverage sales, grocery store	Commercial
529	Textile, wearing apparel sales	Commercial
539	Household goods, sales, repairs	Commercial
549	Specialty shop	Commercial
557	Personal service, including barber & beauty shops	Commercial
559	Recreational, hobby, home repair sales, pet store	Commercial
564	Laundry, dry cleaning	Commercial
569	Professional supplies, services	Commercial
571	Service station, gas station	Commercial
579	Motor vehicle or boat sales, services, repair	Commercial
581	Department or discount store	Commercial
592	Bank	Commercial
593	Office: veterinary or research	Commercial
596	Post office or mailing firms	Commercial
599	Business office	Commercial
614	Steam or heat-generating plant	Warehouse/Industrial
615	Electric-generating plant	Warehouse/Industrial
629	Laboratory or science laboratory	Commercial
631	Defense, military installation	Government
635	Computer center	Commercial
642	Electrical distribution	Warehouse/Industrial
644	Gas distribution, gas pipeline	Warehouse/Industrial
647	Water utility	Warehouse/Industrial

Schedule 2 – NFIRS Call Data Property Use Categorizations

NFIRS Property Use Code	NFIRS Property Use Description	BCPA Fire Description
648	Sanitation utility	Warehouse/Industrial
655	Crops or orchard	Acreage, Vacant, Lot
807	Outside material storage area	Warehouse/Industrial
881	Parking garage, (detached residential garage)	Residential
882	Parking garage, general vehicle	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
888	Fire station	Government
891	Warehouse	Warehouse/Industrial
898	Dock, marina, pier, wharf	Commercial
899	Residential or self-storage units	Warehouse/Industrial
926	Outbuilding, protective shelter	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
931	Open land or field	Acreage, Vacant, Lot
935	Campsite with utilities	Commercial
936	Vacant lot	Acreage, Vacant, Lot
937	Beach	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
941	Open ocean, sea or tidal waters	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
946	Lake, river, stream	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
951	Railroad right-of-way	Commercial
952	Railroad yard	Commercial
961	Highway or divided highway	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
962	Residential street, road or residential driveway	Residential
963	Street or road in commercial area	Commercial
965	Vehicle parking area	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
974	Aircraft loading area	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
981	Construction site	Commercial
982	Oil or gas field	Warehouse/Industrial
983	Pipeline, power line or other utility right-of-way	Not-Real-Property, No Benefit, Excluded, Mutual Aid or Undetermined
984	Industrial plant yard - area	Warehouse/Industrial



City of Dania Beach Finance Memorandum

DATE: 7/8/2025

TO: Honorable Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Non-ad valorem assessment rates for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026.

Request:

Approval of the preliminary resolution establishing estimated non-ad valorem assessment rates for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

Background:

The City levies an annual assessment to fund costs for Residential Solid Waste Services. The annual assessment provides a special benefit to real property, using a methodology that fairly apportions the cost of the assessed service among benefited properties.

The City's collection and disposal service provider, Waste Management, has provided preliminary rates effective October 1, 2025, for Residential Solid Waste Collection Services. The City Administration recommends an increase in the assessment rate of \$22.32 per unit for the fiscal year to a total assessment of \$412.32 per residential unit.

The City operates a Residential Solid Waste Collection Special Revenue Fund to account for all Solid Waste activities. The assessment rate adopted each year ensures that this function is self-sustaining and, over time, accumulates a reserve balance that can be used toward additional trash collection, new trash/recycling containers, community outreach programs, and infrastructure improvements. The proposed assessment rate will provide for optimal operation of the solid waste collection function, while ensuring adequate resources are available for the needs mentioned above.

The attached Preliminary Assessment Resolution sets forth the proposed assessment rates for the Fiscal Year 2025-2026. It also provides for a public hearing for the adoption of the final assessment roll for Monday, September 15th, 2025, and for notice for such hearing. The September 15th meeting is noticed through the annual TRIM (Truth in Millage) notices

forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing.

Budgetary Impact

The recommended annual Residential Solid Waste Services Assessment of \$412.32 is intended to fund approximately \$2.989 million of the City's Solid Waste function, with a gross levy of \$3.129 million.

Recommendation

Recommend that the City Commission adopt the preliminary resolution establishing the estimated non-ad valorem assessment rate for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, enacted Ordinance No. 09-96 (the "Ordinance"), which authorizes the re-imposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities, or programs against certain Assessed Property within the City; and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection and disposal services, facilities or programs has proven to be an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property located in those incorporated areas of the City annexed pursuant to Chapter 90-483, Laws of Florida (the "Griffin Road Annexation Area") and annexed pursuant to Chapter 2000-474, Laws of Florida (collectively referred to as the "Solid Waste Assessment Area"); and

WHEREAS, on December 9, 2008, the City passed Resolution No. 2008-221 amending Resolution No. 64-96 to use the uniform method of collecting solid waste assessments for all properties located within the boundaries of the City of Dania Beach; and

WHEREAS, the City Commission desires to impose an annual Solid Waste collection and disposal assessment program within the boundaries of the City of Dania Beach, using the property tax bill (the "Ad Valorem" tax bill) collection method for the Fiscal Year beginning on October 1, 2025.

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. **Authority.** That this Resolution is adopted pursuant to the provisions of the Solid Waste Service Assessment Ordinance (Ordinance No. 09-96); the Initial Assessment Resolution (Resolution No. 64-96); the Resolution amending Resolution No. 64-96 (Resolution No. 2008-221); the Final Assessment Resolution (Resolution No. 71-96); Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 3. **Purpose and Definitions.** That this Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2025. All capitalized words and terms not otherwise defined in this Resolution shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words using the singular number include the plural number, and vice versa.

Section 4. **Provision and Funding of Solid Waste Services.** That upon the imposition of Solid Waste Service Assessments for Solid Waste collection and disposal against Assessed Property located within the boundaries of the City of Dania Beach, the City shall provide Solid Waste collection and disposal services to such Assessed Property. It is ascertained, determined, and declared that each parcel of Assessed Property located within the City of Dania Beach will benefit by the City's provision of Solid Waste collection and disposal services in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

Section 5. **Legislative Determinations of Special Benefit and Fair Apportionment.** That the legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution are affirmed and incorporated in this Resolution by reference.

Section 6. **Establishment of Annual Solid Waste Service Assessment Rate.** That for the Fiscal Year beginning October 1, 2025, Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities, and programs are to be re-imposed, and the Solid Waste Cost shall be allocated among all parcels of Assessed Property, as deemed necessary by the City of Dania Beach. A rate of assessment not to exceed \$412.32 for each dwelling unit is established.

Section 7. The City Manager is directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2025, in the manner provided in the Ordinance. The updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Solid Waste Assessment Area; (2) the name and address of the owner of record of each parcel as shown on the Tax Roll; and (3) the amount of the Solid Waste Service Assessment for Solid Waste collection and disposal services. Copies of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the updated Assessment Roll are maintained on file in the office of the City Clerk and are open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public. The Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

It is ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste collection and disposal services is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Assessed Property.

Section 8. **Authorization of Public Hearing.** That there is established a public hearing to be held at 7:00 p.m. on September 15, 2025, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, per the meeting agenda or the TRIM notice mailed by the Property Appraiser, at which time the City Commission will receive and consider any comments on the Solid Waste Service Assessments from the public and affected property owners and consider re-imposing the Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2025, and collecting such assessments on the same bill as ad valorem taxes.

Section 9. **Notice of Publication.** That the City Clerk shall publish a notice of the public hearing authorized by Section 7 of this Preliminary Rate Resolution in the manner and time provided in Sections 2.04 and 2.08 of the Ordinance. The notice shall be published no later than August 23, 2025, in substantially the form attached to this Resolution.

Section 10. **Notice by Mail.** That the Chief Financial Officer shall provide information on the public hearing and the “not to exceed” rate to the Broward County Property Appraiser’s Office to be included in the TRIM (Truth in Millage) Notice which will serve as first class notice as required by the Ordinance, no later than August 4, 2025.

Section 11. **Severability.** That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 12. **Conflict.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 13. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 14. That this Resolution shall become effective 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 _____ _____

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

SOLID WASTE SERVICE ASSESSMENTS

Notice is given that the City Commission of the City of Dania Beach will conduct a public hearing to consider re-imposing Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2025, against certain improved residential properties located within those incorporated areas of the City of Dania Beach.

The solid waste service assessments will be computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year shall be \$412.32. Unimproved properties, mobile home parks, apartments with four or more dwelling units, condominiums, or commercial properties are not subject to the solid waste service assessment.

Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 9-96), the Initial Assessment Resolution (Resolution No. 64-96), the Final Assessment Resolution (Resolution No. 71-96), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office.

If you have any questions, please contact the City's Department of Finance at (954) 924-6800 Ext. 3674, Monday through Friday between 9:00 a.m. and 4:00 p.m.

The above special assessments will be collected on the ad valorem tax bill (the "Property tax" bill) to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title (ownership) of one's real property. These special assessment programs proved to be successful last year in fairly and efficiently providing a much-needed alternative funding and collection approach for these vital and essential services.

A PUBLIC HEARING WILL BE HELD AT 7:00 P.M. ON SEPTEMBER 15, 2025, IN THE CITY OF DANIA BEACH CITY COMMISSION CHAMBER AT 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA, PER THE MEETING AGENDA OR THE TRIM NOTICE MAILED BY THE PROPERTY APPRAISER, FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON ALL OF THE PROPOSED ASSESSMENTS. All affected property owners have a right to appear at the hearing, to speak at the hearing, and to file written objections with the City Commission within twenty (20) days of this notice. If a person

decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 924-6800 Ext. 3623, at least two (2) days prior to the date of the hearing.

**CITY COMMISSION OF THE
CITY OF DANIA BEACH, FLORIDA**



City of Dania Beach Finance Memorandum

DATE: 7/8/2025

TO: Honorable Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Non-ad valorem assessment rate for Stormwater Utility Services for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

Request:

The Finance Department requests approval of a Resolution establishing the preliminary non-ad Valorem assessment rate for the provision of Stormwater services, facilities, and programs for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

Background:

The City levies an annual assessment to fund the costs of its Stormwater Utility Services. In developing the assessment, it was initially determined that the median single-family residence in the City includes 1,720 square feet of impervious surface on a median lot size of 6,500 square feet, which is defined as one "equivalent residential unit" or "ERU" and has an impervious factor of 0.26. The City determined that all Single-Family Parcels within the Stormwater Service Area are likely to have a similar impact on the Stormwater system and therefore, it is fair and reasonable to assign one (1) ERU to each Single-Family Parcel. Each ERU is currently assessed at \$120 annually.

The City Administration is proposing no change to the assessment, as currently this rate is both necessary and appropriate to finance operations of the Stormwater division, providing the ability to adequately finance all necessary projects, and allowing for the appropriate level of reserves in the Stormwater Fund.

The attached Preliminary Assessment Resolution sets forth the proposed assessment rate for Fiscal Year 2025-2026 and provides for a public hearing for the adoption of the final assessment roll for Monday, September 15th, 2025, and for notice for such hearing. The September 15th meeting is noticed through the annual TRIM (Truth in Millage) notices forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing.

Budgetary Impact

The recommended annual Stormwater Special Assessment of \$120.00 is intended to fund approximately \$5.731 million of the City's Stormwater Fund budget, with a gross levy of \$6 million.

Recommendation

Recommend that the City Commission adopt the preliminary resolution establishing the estimated non-ad valorem assessment rate for Stormwater Utility Services for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, implemented a recurring annual Stormwater Assessment Program to provide funding for the City's stormwater services and facilities; and

WHEREAS, the City Public Services Department has developed a program for improving stormwater services within the City that entails a combination of financing mechanisms, including debt, grants, and pay-as-you-go financing that result in substantial facility improvements, as well as debt repayment costs in the coming years; and

WHEREAS, the current annual Stormwater Assessment rate of \$120.00 per equivalent residential unit (ERU) provides adequately for the cost of the City's current operating, maintenance, and minor capital improvements, and that these costs require continued annual funding; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Dania Beach to adopt this Preliminary Rate Resolution establishing proposed fees for stormwater assessments.

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 Preliminary Stormwater Assessment rate for the fiscal year beginning October 1, 2025, is established at an equivalent residential unit rate ("ERU") of \$120.00.

Section 3. That the City Manager is directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2025.

Section 4. That there is established a public hearing to be held at 7:00 p.m. on September 15, 2025, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, 33004, per the meeting agenda or the TRIM notice mailed by the Property Appraiser, at which time the City Commission will receive and consider any comments on the Stormwater Assessments from the public and affected property owners, consider imposing Stormwater Assessments for the Fiscal Year beginning October 1, 2025, and the collection of such assessments on the same bill as ad valorem taxes.

Section 5. That the City Clerk shall publish a notice of the public hearing in the local newspaper. The notice shall be published no later than August 23, 2025, in substantially the form attached.

Section 6. That the Chief Financial Officer shall provide information on the public hearing and the “not to exceed” rate to the Broward County Property Appraiser’s Office to be included in the TRIM (Truth in Millage) Notice to serve as first class notice as required by the Ordinance no later than August 4, 2025.

Section 7. That proceeds derived by the City from the Stormwater Assessments will be utilized for the provision of stormwater services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund stormwater services, facilities, and programs.

Section 8. That, in accordance with City Code Section 27-304 entitled “Stormwater Assessments Authorization”, the City Administration is authorized to administratively modify or adjust specific parcel ERU values to reflect the parcel-specific findings, whether recommended by a Professional Engineer or other consultant retained by the City, or in the event that adjustment to the assessment units is deemed to be necessary by the City while reviewing the assessment roll.

Section 9. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 10. That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

Section 11. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 12. 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

STORMWATER SPECIAL ASSESSMENTS

Notice is given that the City Commission of the City of Dania Beach will conduct a public hearing to consider re-imposition of stormwater assessments for the provision of stormwater management services within the City of Dania Beach for the Fiscal Year beginning October 1, 2025.

The stormwater assessments are based on two components – the impervious area of the property and the percentage of impervious area as compared to the median single-family home. Both variables are required to determine the appropriate amount of stormwater runoff generated by impervious surface on each parcel of property. Impervious surfaces include rooftops, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the City includes 1,720 square feet of impervious surface on a median lot size of 6,500 square feet, which is defined as one "equivalent residential unit" or "ERU" and has an impervious factor of 0.26. The annual stormwater assessment rate for the upcoming fiscal year will be \$120.00 for each ERU. Since verifying the impervious surface for each single-family residence in the City is a practical impossibility, all single-family residences have been assigned one ERU. Mobile homes on owner-occupied lots in mobile home parks have been assigned one-half ERU. All other properties have been calculated individually as follows:

- For condominiums, the total impervious area (TIA) is calculated for the condominium community, including parking and association property. The total area (TA) encompassed by the development is determined as follows:
$$((TIA/1720) \times (TIA/(0.26 \times TA)))/\text{number of units in complex};$$
- While vacant property has no impervious area, it may still contribute to the City's stormwater system, so the assessment is based on the total area (TA). As a result, vacant property assessments are calculated without the operating component as follows: $0.2 \times TA/6500$;
- For mobile home parks, the typical mobile home, driveway, pad and ancillary activities constitute 1300 square feet. Therefore, the total impervious area (TIA) for mobile home parks was determined by multiplying the number of potential mobile homes by 1300. The formula is: $(1300 \times \text{No of MHs}/1720) \times (TIA/(0.26 \times TA))$; and
- For all other property uses the total impervious area (TIA) is calculated for the property, including parking. The total area (TA) encompassed by the development is also calculated. The assessment is determined as follows: $(TIA/1720) \times (TIA/(0.26 \times TA))$.

A credit system has been developed for those properties that retain stormwater on site. The policy grants an eighty (80) percent credit to those properties. Properties that cannot benefit in any way from the City's stormwater program are granted 100 percent credits.

Copies of the Stormwater Utility Ordinance (Ordinance No. 13-96), the Initial Stormwater Assessment Resolution (Resolution No. 73-96), the Final Stormwater Assessment Resolution (Resolution No. 73-96, as amended by Resolution No. 103-96, and Resolution 116-96), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Stormwater Assessments, the proposed amendments to the Stormwater Ordinance and the updated Stormwater Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office.

If you have any questions, please contact the City's Department of Finance at (954) 924-6800 Ext. 3674 between 9:00 a.m. and 4:00 p.m. The above special assessments will be collected on the ad valorem tax bill (the "Property tax" bill) to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title (ownership) of one's real property. These special assessment programs proved to be successful last year in fairly and efficiently providing a much-needed alternative funding and collection approach for these vital and essential services.

A PUBLIC HEARING WILL BE HELD AT 7:00 P.M. ON SEPTEMBER 15, 2025, IN THE CITY OF DANIA BEACH CITY COMMISSION CHAMBER, 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA, PER THE MEETING AGENDA OR THE TRIM NOTICE MAILED BY THE PROPERTY APPRAISER, FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON ALL OF THE PROPOSED ASSESSMENTS. All affected property owners have a right to appear at the hearing, to speak at the hearing, and to file written objections with the City Commission within twenty (20) days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 924-6800 Ext. 3623, at least two days prior to the date of the hearing.



City of Dania Beach Finance Memorandum

DATE: 7/8/2025

TO: Honorable Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Approval of a resolution adopting proposed millage rates for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, and setting the date, time, and place of the first Budget Public Hearing.

Request:

In accordance with Part III, Article 3, Section 4(g) of the City of Dania Beach Charter, the operating budget for the City's operations for Fiscal Year 2025-26 has been prepared and submitted. The City Administration requests approval of a resolution adopting proposed millage rates for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, and setting the date, time, and place of the first Budget Public Hearing.

Background:

Prior to August, the City must establish the maximum millage rates to appear on the Truth in Millage (TRIM) notices mailed by the Broward County Property Appraiser in August to all property owners. These rates may be decreased but not increased in September at the final public budget hearing without additional first-class mail notification. The July 1st total taxable value of \$7,914,270,357 reflects an overall increase of 13.59% over the final 2024 value. The recommended rates reflect no change in the current operating millage and the voted debt millage.

For the required millage and budget public hearing dates, the City Administration recommends September 15th, 2025, and September 25th, 2025. On September 15th, the City will also adopt its non-ad valorem assessment rates, which will be discussed as separate agenda items. Further, the September 15th public hearings will be incorporated into the regular City Commission meeting agenda, while the September 25th public hearings will be the only items considered at that meeting.

Budgetary Impact

Adoption of the following proposed millage rates will provide the required funding for the operations and debt service of the City of Dania Beach for the Fiscal Year ending September 30, 2026:

Operating: **5.9998** (no change)

Debt Service: **.0985** (no change)

Total combined millage levy: **6.0983**

This results in a gross combined ad valorem levy of \$47,484,039 and net budgeted revenue of \$45,347,257.

Recommendation

Recommend that the City Commission adopt the resolution approving the proposed millage rates and set the date, time, and location of the first Public Hearing to consider the proposed millage rates and the tentative budget.



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Broward
Principal Authority : City of Dania Beach	Taxing Authority : City of Dania Beach - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	6,522,164,756	(1)	
2.	Current year taxable value of personal property for operating purposes	\$	1,384,936,928	(2)	
3.	Current year taxable value of centrally assessed property for operating purposes	\$	7,168,673	(3)	
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	7,914,270,357	(4)	
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	527,027,168	(5)	
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	7,387,243,189	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	6,967,406,926	(7)	
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES	☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 6/27/2025 3:10:01 PM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		5.9998 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	41,803,048	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	-0-	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	41,803,048	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	-0-	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	7,387,243,189	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		5.6588 per \$1000	(16)
17.	Current year proposed operating millage rate		5.9998 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	47,484,039	(18)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	41,803,048	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		5.6588 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	44,785,273	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	47,484,039	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		5.9998 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		6.03 %	(27)
First public budget hearing		Date :	Time :	Place :
		9/15/2025	7:00 PM EST	100 West Dania Beach Blvd Dania Beach 33004
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



CERTIFICATION OF VOTED DEBT MILLAGE

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Broward
Principal Authority : City of Dania Beach	Taxing Authority : City of Dania Beach - Voted, Debt
Levy Description : City of Dania Beach - Voted, Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	6,522,164,756	(1)
2.	Current year taxable value of personal property for operating purposes	\$	1,384,936,928	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	7,168,673	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	7,914,270,357	(4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/27/2025 3:10:01 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.0985 per \$1,000	(5)	
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	per \$1,000	(6)	
SIGN HERE	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Title :	Contact Name and Contact Title :		
	Mailing Address :	Physical Address :		
	City, State, Zip :	Phone Number :	Fax Number :	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

All TRIM forms for taxing authorities are available on our website at <http://floridarevenue.com/property/Pages/TRIM.aspx>



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025		County : Broward	
Principal Authority : City of Dania Beach		Taxing Authority : City of Dania Beach - Operating	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.6588 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2023 Form DR-420MM, Line 13	6.0399 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	5.9998 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 6,967,406,926	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 42,082,441	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 42,082,441	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 7,387,243,189	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	5.6966 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	5.6966 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0451	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	5.9535 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	6.5489 per \$1,000	(14)
15.	Current year adopted millage rate	5.9998 per \$1,000	(15)
16.	Minimum vote required to levy adopted millage: (Check one)		(16)
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16).	5.9535 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 7,914,270,357	(18)

Continued on page 2

Taxing Authority : City of Dania Beach - Operating		DR-420MM-P R. 5/12 Page 2	
19.	Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>	\$ 47,484,039	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000).</i>	\$ 47,117,609	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year adopted taxes <i>(Line 19 plus Line 21).</i>	\$ 47,484,039	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P).</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23).</i>	\$ 47,117,609	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☐ YES ☒ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R.5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2024 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2023 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

CITY OF DANIA BEACH

FY 2026 Fire Services Assessment Study

FINAL REPORT / June 27, 2025

June 27, 2025

Yeimy Guzman
Chief Financial Officer
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

Subject: **FY 2026 Fire Services Assessment Study**

Dear Ms. Guzman:

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to present this Final Report of the FY 2026 Fire Services Assessment Study that we have conducted for the City of Dania Beach. This report presents the analysis of the study for consideration and adoption of the Fiscal Year 2025-26 Fire Assessment Rates.

We appreciate the opportunity to be of service to the City and would like to thank the City staff for their valuable assistance and cooperation throughout the course of this study.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.



Joe Williams
Senior Manager



Erick van Malssen
Senior Consultant

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EXECUTIVE SUMMARY

Introduction

The City of Dania Beach (“the City”) has annually levied and collected a Non-Ad Valorem Fire Assessment against benefitted properties within the City to fund the provision of fire services beginning Fiscal Year (FY) 1997. The City annually considers the continuance of the Fire Assessment program and the amount to be funded for Fire Services. This study intends to update the Fire Assessment program using current property, cost, and calls for service data. The calls for service data used to provide the basis of Fire Service cost allocation to property types can change over time, therefore periodic updates to the Fire Assessment calculations are required to accurately and fairly reflect current allocation parameters to benefitted properties.

In accordance with Florida Law, the costs associated with providing Fire Services and facilities must be reasonably apportioned to the properties that receive a benefit from Fire Service in proportion to the benefit received. Therefore, the recommended Fire Assessments calculated in this study were developed such that the costs incurred by the City in providing Fire Service will be recovered through assessments to properties in proportion to the benefit received by the demand for service as reflected in the calls for service from each respective property class.

Study Procedures

The study first identifies the full Fire Services cost requirements for FY 2026 that recognizes the high level of service traditionally provided by Broward Sheriff's Office (BSO) and the City. This was accomplished by first allocating the full FY 2026 Proposed Fire Department budget between Fire Services and Emergency Medical Services (EMS) as required by Florida state statute. We also projected annual cost requirements for providing Fire Services in each year of a multi-year projection period from FY 2026 through FY 2030. This was accomplished through interactive work sessions with City staff to confirm allocation parameters, cost escalation rates, and the projected capital improvement plan.

The FY 2026 Fire Service Net Revenue Requirement identified in the budget allocation and projection process was then apportioned to each property class based upon National Fire Incident Reporting System (NIFRS) calls for service data provided by the BSO. Current Fire Rescue Non-Ad Valorem Assessment Roll and Property data provided by the Broward County Property Appraiser was used as the primary data source for assigning assessment units to each parcel. Property classifications were based upon the currently assigned Fire Class Codes for each parcel as maintained on the Property Appraiser's database. Once the allocation to property classes was complete, the Fire Assessment rate structure was developed and specific Fire Assessment rates for each property class were developed.

Summary of Study Results

Full (100%) Cost Recovery Rate Calculation

To calculate the FY 2026 Fire Assessments, we utilized the apportioned costs and total units per property classification as discussed in detail in subsequent sections of this report. The amount of assessable costs allocable to each property class was divided by the number of assessment units identified in each property class to compute the

Fire Assessment to be imposed against each parcel. Table ES 1 below presents the calculated FY 2026 Assessment Rates at full (100%) cost recovery, as well as a comparison of the existing FY 2026 Assessment Rates:

Table ES 1 – FY 2026 Assessment Rate Calculation – Full (100%) Cost Recovery

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR	Allocated Units	Unit Type	FY 2026 - Calculated Rates per Unit	FY 2025 - Current Rates per Unit
Acreage (Vacant)	A	0.54%	\$ 52,880	726	Acre	\$ 72.87	\$ 85.23
Commercial	C	39.99%	\$ 3,937,175	9,424,503	Sq Ft	\$ 0.4177	\$ 0.4213
Residential	R	50.93%	\$ 5,014,009	18,518	Dwelling Unit	\$ 270.76	\$ 241.05
Warehouse/Industrial	W	3.47%	\$ 341,318	6,650,500	Sq Ft	\$ 0.0513	\$ 0.0488
Government, Exempt	X	4.30%	\$ 423,042	645,248	Sq Ft	\$ 0.6556	N/A
Not For Profit, Exempt	Y	0.78%	\$ 76,917	446,157	Sq Ft	\$ 0.1723	N/A
		100.00%	\$ 9,845,342				

While the full cost FY 2026 Net Revenue Requirement is apportioned to all properties, the actual revenue realized will be less because exempted property is included in the apportionment but cannot be billed/assessed. In addition, a 96% budget adjustment factor was used to calculate the estimated net collected revenue after accounting for early payment discounts to the assessment bills. Table ES 2 below presents the estimated net billed and estimated assessment revenue at full (100%) cost recovery.

Table ES 2 – Net Billed and Estimated Collected Revenue – Full (100%) Cost Recovery

BCPA Category Description	BCPA Code	Allocated Assessment	Less: Exemptions	Total Billed Assessment
Acreage (Vacant)	A	\$ 52,880	\$ (2,856)	\$ 50,025
Commercial	C	\$ 3,937,175	\$ (133,606)	\$ 3,803,569
Residential	R	\$ 5,014,009	\$ (242,406)	\$ 4,771,603
Warehouse/Industrial	W	\$ 341,318	\$ (2,602)	\$ 338,716
Government, Exempt	X	\$ 423,042	\$ (423,042)	\$ -
Not For Profit, Exempt	Y	\$ 76,917	\$ (76,917)	\$ -
		\$ 9,845,342	\$ (881,429)	\$ 8,963,913
		Budgetary Adjustment/Discount		96%
		FY 2026 Estimated Collected Revenue	\$	8,605,356

Partial Cost Recovery Rate Calculation – Revenue Neutral Rates

The City has requested Raftelis to calculate the assessments with the latest call and property data, targeting the same revenue that would be generated with the current adopted (FY 2025) rates. The Broward County Property Appraiser's data shows that the current adopted rates would generate \$8,465,100 (rounded) in billed assessment revenues. With the 96% budgetary adjustment/discount applied, the current rates would collect an estimated \$8,126,500 (rounded) in net revenues. To accomplish the revenue target, the full cost NRR was reduced to 94.44% of the total potential costs. Table ES 3 below presents the rate calculations for this revenue target, while Table ES 4 shows the calculation of the target revenue.

Table ES 3 – FY 2026 Assessment Rate Calculation – Revenue Neutral Rate Target Scenario - \$8,126,500 Net Revenue (94.44% Cost Recovery)

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR	Allocated Units	Unit Type	FY 2026 - Calculated Rates per Unit	FY 2025 - Current Rates per Unit
Acreage (Vacant)	A	0.54%	\$ 49,940	726	Acre	\$ 68.82	\$ 85.23
Commercial	C	39.99%	\$ 3,718,268	9,424,503	Sq Ft	\$ 0.3945	\$ 0.4213
Residential	R	50.93%	\$ 4,735,231	18,518	Dwelling Unit	\$ 255.70	\$ 241.05
Warehouse/Industrial	W	3.47%	\$ 322,341	6,650,500	Sq Ft	\$ 0.0484	\$ 0.0488
Government, Exempt	X	4.30%	\$ 399,521	645,248	Sq Ft	\$ 0.6191	N/A
Not For Profit, Exempt	Y	0.78%	\$ 72,640	446,157	Sq Ft	\$ 0.1628	N/A
		100.00%	\$ 9,297,941				

Table ES 4 – Revenue Neutral Rate Target Scenario - Net Billed and Estimated Collected Revenue (includes deduction of exemptions) - \$8,126,500 Target Revenue

BCPA Category Description	BCPA Code	Allocated Assessment	Less: Exemptions	Total Billed Assessment
Acreage (Vacant)	A	\$ 49,940	\$ (2,696)	\$ 47,244
Commercial	C	\$ 3,718,268	\$ (125,958)	\$ 3,592,310
Residential	R	\$ 4,735,231	\$ (229,029)	\$ 4,506,201
Warehouse/Industrial	W	\$ 322,341	\$ (2,773)	\$ 319,568
Government, Exempt	X	\$ 399,521	\$ (399,521)	\$ -
Not For Profit, Exempt	Y	\$ 72,640	\$ (72,640)	\$ -
		\$ 9,297,941	\$ (832,617)	\$ 8,465,324
		Budgetary Adjustment/Discount		96%
		FY 2026 Estimated Collected Revenue	\$	8,126,711

Section 1 – Introduction

Background

The City of Dania Beach (“the City”) has annually levied and collected a Non-Ad Valorem Fire Assessment against benefitted properties within the City to fund the provision of fire services beginning Fiscal Year 1997. The City annually considers the continuance of the Fire Assessment program and the amount to be funded for Fire Services. This study intends to update the Fire Assessment program using current property, cost and calls for service data. The City’s current FY 2025 Fire Assessment rates by property class are presented in Table 1 below. These rates produced an estimated net collections of approximately \$7.5 million upon issuance in FY 2025.

Table 1 – Current FY 2024 Fire Assessment Rates

BCPA Category Description	Current Rates	
	per Unit	Unit Type
Acreage (Vacant)	\$ 85.23	Acre
Commercial	\$ 0.4213	Sq Ft
Residential	\$ 241.05	Dwelling Unit
Warehouse/Industrial	\$ 0.0488	Sq Ft

The calls for service data used to provide the basis of Fire Service cost allocation to property types can change over time, therefore periodic updates to the Fire Assessment calculations are required to accurately and fairly reflect current allocation parameters to benefitted properties.

The term “Fire Services” as used in this study refers to the twenty-four hours per day, seven days per week service for fire suppression provided to City properties. The City has previously determined that the owners of property benefitted by the proposed Fire Services should share in funding these services by imposition of non-ad valorem assessments. The City can fund through assessments up to 100% of the net Fire Services assessable costs, estimated to be \$9,845,342 in fiscal year 2026, as detailed in subsequent sections of this report. The City contracts with the Broward Sheriff’s Office (BSO) for Fire Rescue Services and it also has legacy pension and other City costs that must continue to be funded in addition to those pension costs charged by BSO.

Methodology

The development of a Non-Ad Valorem Assessment to fund Fire Services requires that the services and facilities for which properties are to be assessed confer a special benefit upon the property burdened by the special assessment. Simply stated, there must be a logical relationship between the services and facilities provided and the benefit to real property assessed.

In addition to the special benefit requirement, the costs associated with providing the services and facilities must be reasonably apportioned to the properties that receive a benefit from Fire Service in proportion to the benefit received. Therefore, the recommended Fire Assessments calculated in this study were developed such that the costs incurred by the City in providing Fire Service will be recovered through assessments to properties in proportion to the benefit received by the demand for service as reflected in the calls for service from each respective property class.

This part of the report describes the assessment methodology used to develop the Fire Assessments. The first section discusses relevant Florida Law regarding Special Non-Ad Valorem Assessments, followed by sections discussing how Florida Law has been applied to the determination of special benefit and the apportionment of the annual revenue requirements of the Fire Assessment to benefitting properties.

SUMMARY OF RELEVANT FLORIDA LAW GOVERNING SPECIAL ASSESSMENTS

This section discusses relevant Florida Law regarding special non-ad valorem assessments as it relates to the City's proposed Fire Assessment program. The discussion covers how Florida law relates to special benefit and proportional benefit.

Special non-ad valorem assessments are a revenue source available to local governments in Florida to fund capital improvements as well as operations and maintenance expenses for essential services such as roads, drainage, Fire Services, utilities, etc. Florida case law has established two requirements for the imposition of a non-ad valorem special assessment. These two requirements have become known as the "two-pronged test". They are 1) the property assessed must derive a special benefit from the improvement, service or facilities provided, and 2) the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.

In considering special benefit, the following question must be considered, "Can a special benefit be derived from Fire Service by all properties within the City to meet the first prong of the two pronged test, even if all properties are not improved and/or do not receive calls for service?". The answer is yes, based in part upon the Florida Supreme Court determination in *Fire District No. 1 of Polk County v. Jenkins*, a sufficient special benefit is derived by the availability of fire services to justify the imposition of the special assessment. Also, in *Meyer v. City of Oakland Park*, the Court upheld a sewer assessment on both improved and unimproved property, stating that the benefit need not be direct or immediate but must be substantial, certain and capable of being realized within a reasonable time. Also, In *City of Hallandale v. Meekins*, the Court indicated that the proper measure of benefits accruing to property from the assessed improvement was not limited to the existing use of the property, but extended to any future use which could reasonably be made.

PROPORTIONAL BENEFIT

It is well settled under Florida law that local governments are afforded great latitude regarding legislative determinations of special benefit and reasonable apportionment of costs (as evidenced by the Florida Supreme Court finding in *City of Boca Raton v. State of Florida*), that the apportionment of benefits is a legislative function, and that legislative determinations as to benefit and apportionment will be upheld unless the determination is arbitrary – that is, if reasonable persons may differ as to whether the land assessed was benefitted by the local improvement, the findings of the City officials must be sustained. In *City of Boca Raton v. State of Florida*, the Florida Supreme Court also determined that the manner of the assessment is immaterial and may vary, as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts. Accordingly, while any number of methodologies may be available for a given service or improvement, the community imposing the assessment is at liberty to select the methodology which provides the best fit in terms of local needs and circumstances.

SPECIAL BENEFIT – THE FIRST PRONG OF THE TWO-PRONGED TEST

Based upon discussions with City staff about the extent and nature of the Fire Services provided, we have concluded that all parcels within the City receive a special benefit from the Fire Services provided by BSO. In considering special benefit, it is important to consider that BSO maintains its Fire resources at a level that provides

a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, size, location within the City, or any other factors specific to the property requiring the service. In addition, Vacant lands not used actively in the production of agricultural products and services have Fire Services provided to them, and the City has determined that Fire Services provided to those lands derive benefit to them, due to the urbanized nature of the City.

As such, all properties receive a special benefit from the mere availability of Fire Services. Such benefit is independent of, and realized even in the absence of, a call or need for actual service. The benefits include:

- Continuous availability of immediate response to fire.
- Provision of first responder medical aid to protect the life and safety of occupants.
- Enhanced property value, marketability of and/or ability to develop property.
- Lowering the cost of Fire Insurance by the presence of a professional and comprehensive Fire Service
- Protection against the spread of fire to neighboring parcels, thereby limiting and containing liability.
- Increased use and enjoyment of the parcel derived from continual and immediately available comprehensive fire protection service should the need arise.
- Enhanced marketability and value of the parcel when compared to a similarly configured parcel for which fire protection services are unavailable.

Therefore, the first prong of the two-pronged test (the property burdened by the assessment must derive a special benefit from the service provided by the assessment) is met because all properties in the City receive a special benefit from the City-wide Fire Service provided by BSO.

FAIR APPORTIONMENT – THE SECOND PRONG OF THE TWO-PRONGED TEST

In considering the assessment methodology, the second prong of the two-pronged test requires that the costs of the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit. The Fire Services apportionment methodology used in this study allocates assessable costs based on the demand for Fire Services by classes of real property use as identified on the real property assessment roll prepared for the levy of ad valorem taxes. First, the assessable Fire Services costs are allocated among real property use categories based upon the historical demand for these services (cost apportionment). This demand is identified by examining the past three years of fire incident/calls for service data as reported by BSO to the State Fire Marshal's office. Second, the costs attributed to each property class are apportioned among the parcels on a per dwelling unit basis for Residential uses, a square footage basis for non-residential uses, and a per acre basis for vacant parcels (parcel apportionment). Further discussion of the consideration of fair apportionment is continued after the presentation of source data, methodology and assessment rate calculation in subsequent sections of this report.

Section 2 – Fire Services Costs

Fire and Rescue Service Allocation

Florida case law requires that the imposition of a special assessment for Fire Services only be used to fund Fire Services and first response rescue services. A Fire Assessment may not fund Emergency Medical Services (EMS), including transportation (Florida Supreme Court opinion in *City of North Lauderdale v. SMM Properties* -825 So.2d 343 Fla. 2002).

The City utilizes personnel who are certified firefighters that may also be qualified medical personnel. Personnel assigned to medical units may also be called upon to assist in firefighting duties. Because emergency medical services are not services for which the City can assess property, costs for those services cannot be included in the total fire services costs to determine the allowable assessed costs. Mutual aid services provided by other Fire Departments do not cost the City anything and those calls accordingly are not considered in this assessment.

BSO provides the City with an annual “Consideration” budget that becomes the contract cost for the ensuing fiscal year. The budget is for fire, rescue, inspection, and administrative costs of providing fire rescue services. Additionally, the City has costs in addition to its contract with BSO. When BSO took over fire rescue operations from the City, it was left with significant legacy pension costs related to its former employees that still must be funded. Similarly, the City must fund those employees share of the City’s other post-employment benefits (generally retiree medical costs). The City must also pay for the costs of administering the assessment itself. These costs include legal and professional fees, notification fees from the property appraiser’s office, advertising, and discounts allowed on early payments of property tax bills. Of the sum of these costs, only those costs directly attributable or allocated to fire services can be included in the assessment.

The remaining costs relate to the combined fire and EMS and must be allocated between the operations of those two services. While there are many ways to allocate the costs of these services, we have chosen to allocate them in proportion to the staffing of full-time equivalents (FTEs) by their function and shift assignment per apparatus. Fire Services budgets are largely driven by personnel costs. Fire costs are largely driven by insuring standby availability in the event of a fire. Similarly, EMS costs are largely driven by insuring standby availability in the event of a medical emergency. Although calls for service are used to allocate the Fire Services costs to the property classes (which is discussed in a later section of this report), calls for service are not a good basis for allocation between Fire Services and EMS because of the standby nature of those services which require a constant employ of personnel and facilities to be ready to respond.

Accordingly, we believe that the fairest apportionment method is one that utilizes a personnel assignment-based allocation. As of FY 2026, BSO operates two fire suppression apparatus vehicles (Quints) and three rescue vehicles. The Quints each require three personnel each shift. Each rescue unit now maintains three personnel per shift. Each unit requires three sets of personnel by shift, therefore FTEs for each apparatus are multiplied by three times the personnel assignment per shift. BSO maintains one Fire Prevention Officer, and five Fire Safety Inspectors, all fully allocated to Fire Services. Finally, the District Fire Chief and Administrative Assistant are allocated to Fire and Rescue by the weighted results of the directly allocated personnel. Table 2 below presents the results of the personnel allocation.

Table 2 – Allocation of Personnel between Fire and Rescue

Assignment/Position	Full Time Equivalents	Fire	Rescue	Allocation
Quint 1	9	9		Direct Fire
Quint 17	9	9		Direct Fire
Rescue 1	9		9	Direct Rescue
Rescue 1	9		9	Direct Rescue
Rescue 17	9		9	Direct Rescue
Fire Prevention Officer	1	1		Direct Fire
Fire Safety Inspectors	5	5		Direct Fire
District Fire Chief	1	0.47	0.53	Weighted
Administrative Assistant	1	0.47	0.53	Weighted
Total	53	24.94	28.06	
Fire/Rescue Allocation		47.06%	52.94%	

Calculation of the Net Revenue Requirement

To calculate the Fire Services Net Revenue Requirement (NRR) for FY 2026 and beyond, the proposed FY 2026 BSO budget as well as other City costs for Fire Services were projected using cost escalation factors identified by City Staff. In each year of the projection period, offsetting revenues from other sources were deducted from the expenditure requirements so that the full complement of dedicated Fire revenues is not double recovered. A 4% allowance (i.e. assumed reduction in fee revenues) for early payment/statutory discounts was included to determine the annual net revenue requirements to be recovered by the fire assessment fees. The projection of Fire Services Net Revenue Requirement for FY 2026 – FY 2030 is presented in Table 3. The Net Revenue Requirement in FY 2026 through FY 2030 represents 100% Cost Recovery or Maximum Allocated costs for the annual assessments as calculated herein. The maximum allocated cost for the FY 2026 Fire Assessment is \$9,845,342

Table 3 – Calculation and Projection of the Net Revenue Requirement

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Annual Escalation Factor
Expenditures						
Broward Sheriff's Office	\$ 20,663,351	\$ 21,593,202	\$ 22,564,896	\$ 23,580,316	\$ 24,641,430	4.50%
City Fire Costs	\$ 1,247,000	\$ 1,303,115	\$ 1,361,755	\$ 1,423,034	\$ 1,487,071	4.50%
Other City Operating Expenses	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	0.00%
Property Appraiser and Tax Collector Fees	\$ 7,896	\$ 8,133	\$ 8,377	\$ 8,628	\$ 8,887	3.00%
Advertisements	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	0.00%
Legal and Professional Fees	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	0.00%
Consultant Costs - Assessment Updates	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	
Total Expenditures	\$ 21,935,747	\$ 22,921,950	\$ 23,952,528	\$ 25,029,479	\$ 26,154,888	
Less: Direct EMS Costs	\$ (130,000)	\$ (135,850)	\$ (141,963)	\$ (148,352)	\$ (155,027)	4.50%
Total Net Fire Costs Before Allocation	\$ 21,805,747	\$ 22,786,100	\$ 23,810,565	\$ 24,881,127	\$ 25,999,861	
% Allocated to Fire ⁽¹⁾	47.06%	47.06%	47.06%	47.06%	47.06%	
Assessable Fire Costs	\$ 10,261,528	\$ 10,722,870	\$ 11,204,972	\$ 11,708,766	\$ 12,235,229	
Less: Attributed Revenues						
Hazmat Permit Fees	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	0.00%
Fire Inspection Fees	\$ (800,000)	\$ (828,000)	\$ (856,980)	\$ (886,974)	\$ (918,018)	3.50%
Total Attributed Revenues	\$ (810,000)	\$ (838,000)	\$ (866,980)	\$ (896,974)	\$ (928,018)	
Net Assessable Fire Costs	\$ 9,451,528	\$ 9,884,870	\$ 10,337,992	\$ 10,811,791	\$ 11,307,210	
Plus: Assessment Discounts (4%)	\$ 393,814	\$ 411,870	\$ 430,750	\$ 450,491	\$ 471,134	
Net Revenue Requirement	\$ 9,845,342	\$ 10,296,740	\$ 10,768,741	\$ 11,262,283	\$ 11,778,344	

(1) - Refer to Table 2 for Allocation calculation

Section 3 – Calculation of the Fire Assessment

Assessment Property Classifications

Using the Broward County Property Appraisers (BCPA) tax roll data, benefited parcels were identified using the various categories of land use codes within that data set. Additionally, and to keep the proposed apportionment categories as close to the existing categories as possible, we relied upon the Fire Class codes currently maintained by the BCPA. The BCPA has previously identified and coded the improved properties by type and assigned each parcel an appropriate Fire Class Code. We reviewed consistency in this data, and it was determined to be of high accuracy. This data has also undergone considerable review over time through prior studies. The Fire Class codes used are as follows:

- **Residential (“R”)** This includes all residential dwelling units, be they single family, multifamily, mobile homes, or mobile home lots. This includes separate or attached guest houses or “granny flats” or anything considered a residential dwelling unit.
- **Commercial (“C”)** This includes all property used for commercial activity, except where otherwise identified by its own Fire Class code and includes office and retail uses. It also includes recreational vehicle lots converted to commercial square footage as provided by statute.
- **Government (“X”)** This includes any property owned by a federal, state, or local government.
- **Special (“S”, and generally mixed use)** This includes property that has more than one use or improvement that contains more than one Fire Class code. An example might be a parcel which contained both a warehouse and an office use. Each use will be assigned the cost for that use.
- **Vacant Acreage Parcels Not Developed (“A”)** This includes land that does not contain any improvement or structure but excludes property classified as agricultural.
- **Warehouse/Industrial (“W”)** This includes manufacturing and processing sites, storage units (whether for commercial or non-commercial purposes), and warehousing sites.
- **Miscellaneous (“Y”)** This includes properties that are used for Charitable, Educational, Literary, Scientific, or Religious organizations, or other properties defined under Florida Statutes. These properties may be assessed or may be excluded by the City from year-to- year.

It should also be noted that properties that can sometimes be exempt from this assessment (e.g., church-owned residential properties, portions of warehouses used for exempt purposes, portions of office buildings used for exempt purposes) remain classified as “R”, “C”, “W”, etc. and are included in the assessment calculations, but are not assessed if the City has excluded them from the assessment levy. In addition, all Residential, Vacant, Commercial or Warehouse units for parcels categorized as “X” or “Y” are assigned to the relevant assessment types for allocation and rate calculation, even though the parcels are exempt ultimately not billed. For example, if a property is shown to contain a single-family residential dwelling (“R”) but is owned by a Church (“Y”), it’s dwelling unit will be allocated to the Residential rate calculation, but the parcel will not be billed the assessment. Again, these codes are used by BCPA to assist them in the administration of their rolls, and we believe them to be highly accurate at the parcel level.

Each BCPA parcel for the City also has, in addition to a Fire Class code, a Fire Basis element, which indicates the number of applicable billing units located on the parcel. For example, a single-family residential dwelling unit would have a Fire Basis element of “1”, indicating that the fixed residential assessment rate would be multiplied by “1” to arrive at an assessment amount and a duplex residential dwelling unit would have a Fire Basis element of “2”, indicating that the fixed residential assessment rate would be multiplied by “2” to arrive at an assessment amount, and so on. Commercial, Warehouse/Industrial, and Not-for-profit are based upon the square footage of buildings on the property. The sum of all structures of similar fire class are added together to determine the total square footage for each fire class on each parcel. Acreage is based upon the number or fraction of an acre for the parcel. The Fire Class code “S”, Special, generally includes mixed-use parcels that have mixed assessment rates applied to them. The sum of each category (e.g., “Residential”, “Commercial”, etc.) are added together within this coding. The Fire Basis element code in this Fire Class code in this category indicates the amount of the assessment for that Fire Class code. The BCPA handles mixed-use parcels as exceptions and manually calculates the assessment based upon the particular mix of uses that exist on those parcels.

Mobile Home parks are assessed whether or not a lot/space is occupied. Each mobile home lot/space is assessed a residential assessment rate. The commercial component of a mobile home park may include a calculation based on the total of any commercial structures located on the parcel plus an assigned commercial structure size of the minimum square footage of 1,200 square feet that is mandated by the Department of Health under Chapter 64E-15.002(3), Florida Administrative Code for Recreational Vehicle Park spaces and a square footage of 500 square feet for tent spaces inside Recreational Vehicle Parks, also as mandated by Chapter 64E-15.002(3), Florida Administrative Code. The City does not have any parks that have only recreational vehicles. Mobile home parks are mixed-use parcels.

There were 14,301 unique parcels or folio numbers within the City of Dania Beach fire assessment district provided to us by the BCPA in June 2025. Among these individual parcels are non-assessable, fully excluded parcels such as residential multi-family common areas, submerged lands, lake bottoms, right of ways, etc. For all real property used in the allocation of the NRR, the unit counts by BCPA Fire Class category code and use code counts appear below:

Table 4 – Identified Units by BCPA Fire Class Category

BCPA Category Description	BCPA Code	Allocated Units	Unit Type
Acreage (Vacant)	A	726	Acres
Commercial	C	9,424,503	Sq Ft
Residential	R	18,518	Dwelling Units
Warehouse/Industrial	W	6,650,500	Sq Ft
Government, Exempt	X	645,248	Sq Ft
Not For Profit, Exempt	Y	446,157	Sq Ft

The City may not ultimately assess all the properties within these fire class categories for Fire Services as the City traditionally has exempted some uses (e.g., non-profits, houses of worship, and other properties also exempt from property taxes) of property from the fire assessment. Commercial, Warehouse/Industrial, and, if levied, Not-for-

profit parcels are assessed based on square footage of the structures by fire class on each parcel. The costs associated with any exempt parcels have not been reallocated to the remaining non-exempt parcels and those costs are assumed by other sources of City revenue.

Calls For Service Analysis

The costs identified in this study are apportioned to property categories based upon an analysis of the calls for service data provided by BSO. The call/incident data identified the number and type of calls made by City Fire and EMS vehicles for three fiscal-years beginning October 1, 2021 (FY 2022) – September 30, 2024 (FY 2024). The call/incident data is extracted from the National Fire Incident Reporting System (NIFRS).

The data field containing the type of call/incident was used to separate calls determined to be Fire Services, and those determined to be EMS or other non-Fire calls. Only Fire Services calls were used for the apportionment of the Fire Assessments. **Schedule 1 of Appendix A** presents the full list of unique call/incident types in the data set provided by BSO, and the identification of incident type as being either Fire or EMS for the assessment calculations. Certain call types were considered Non-Fire related such as cancelled calls, false alarms or erroneous records. We also excluded from the call data calls to property that was located outside of the City limits or served for fire rescue by other entities, such as the Fort Lauderdale/Hollywood International Airport or Port Everglades. The call data represented 20,884 calls over the three fiscal-year time period. Of these calls, 2,190 were identified by incident type as Fire related.

Beyond identifying the call/incident type, we then allocated the Fire calls using property types as coded in the call data. **Schedule 2 of Appendix A** presents each unique property use code in the NIFRS data, and the application of the property categories to each code as utilized in this study. Of the 2,190 calls identified as Fire related, 2,048 were calls to real property and specific property uses. The remaining 142 calls were to non-real property or non-specific property and were therefore excluded from the apportionment analysis.

The remaining 2,048 calls were assigned to the assessment property classifications. Table 5 below illustrates the assignment of calls to the property categories identified in the previous subsection. The percentages identified in the Fire Calls to Real Property are used to allocate the FY 2026 Net Revenue Requirement to each property class.

Table 5 – Fire Call Allocation to Real Property, by Property Type

All Eligible Calls - Real Property	BCPA Code	3-Year Call Total	% of Total
Acreage, Vacant, Lot	A	11	0.54%
Commercial	C	819	39.99%
Residential	R	1,043	50.93%
Warehouse/Industrial	W	71	3.47%
Government	X	88	4.30%
Not For Profit	Y	16	0.78%
		2,048	100.00%

Apportionment of the Net Revenue Requirement

The next step in the Fire Assessment calculation is to allocate the FY 2026 Net Revenue Requirement amongst the property classes. This is done by utilizing the allocations of Fire calls to real property as identified in the previous section. Featured below, Table 6 contains the apportionment of the FY 2026 Net Revenue Requirement to the identified property classes.

Table 6 – Allocation of FY 2026 Net Revenue Requirement

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR
Acreage (Vacant)	A	0.54%	\$ 52,880
Commercial	C	39.99%	\$ 3,937,175
Residential	R	50.93%	\$ 5,014,009
Warehouse/Industrial	W	3.47%	\$ 341,318
Government, Exempt	X	4.30%	\$ 423,042
Not For Profit, Exempt	Y	0.78%	\$ 76,917
Total:		100.00%	\$ 9,845,342

Fire Assessment Rate Calculation

Full (100%) Cost Recovery Rate Calculation

To calculate the FY 2026 Fire Assessments, we utilized the apportioned costs and total units per property classification as identified in the previous sections of this report. The amount of assessable costs allocable to each property class was divided by the number of assessment units identified in each property class to compute the Fire Assessment to be imposed against each parcel. Table 7 below presents the calculated FY 2026 Assessment Rates at full (100%) cost recovery, as well as a comparison of the existing FY 2025 Assessment Rates:

Table 7 – FY 2026 Assessment Rate Calculation – Full (100%) Cost Recovery

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR	Allocated Units	Unit Type	FY 2026 - Calculated Rates per Unit	FY 2025 - Current Rates per Unit
Acreage (Vacant)	A	0.54%	\$ 52,880	726	Acre	\$ 72.87	\$ 85.23
Commercial	C	39.99%	\$ 3,937,175	9,424,503	Sq Ft	\$ 0.4177	\$ 0.4213
Residential	R	50.93%	\$ 5,014,009	18,518	Dwelling Unit	\$ 270.76	\$ 241.05
Warehouse/Industrial	W	3.47%	\$ 341,318	6,650,500	Sq Ft	\$ 0.0513	\$ 0.0488
Government, Exempt	X	4.30%	\$ 423,042	645,248	Sq Ft	\$ 0.6556	N/A
Not For Profit, Exempt	Y	0.78%	\$ 76,917	446,157	Sq Ft	\$ 0.1723	N/A

While the full cost FY 2026 Net Revenue Requirement is apportioned to all properties, the actual revenue realized will be less because exempted property is included in the apportionment but cannot be billed/assessed. In addition,

a 96% budget adjustment factor was used to calculate the estimated net collected revenue after accounting for early payment discounts to the assessment bills. Table 8 below presents the estimated net billed and estimated assessment revenue at full (100%) cost recovery.

Table 8 – Net Billed and Estimated Collected Revenue – Full (100%) Cost Recovery

BCPA Category Description	BCPA Code	Allocated Assessment	Less: Exemptions	Total Billed Assessment
Acreage (Vacant)	A	\$ 52,880	\$ (2,856)	\$ 50,025
Commercial	C	\$ 3,937,175	\$ (133,606)	\$ 3,803,569
Residential	R	\$ 5,014,009	\$ (242,406)	\$ 4,771,603
Warehouse/Industrial	W	\$ 341,318	\$ (2,602)	\$ 338,716
Government, Exempt	X	\$ 423,042	\$ (423,042)	\$ -
Not For Profit, Exempt	Y	\$ 76,917	\$ (76,917)	\$ -
		\$ 9,845,342	\$ (881,429)	\$ 8,963,913
		Budgetary Adjustment/Discount		96%
		FY 2026 Estimated Collected Revenue		\$ 8,605,356

Partial Cost Recovery Rate Calculation – Revenue Neutral Rate Target Scenario

The City has requested Raftelis to calculate the assessments with the latest call and property data, targeting the same revenue that would be generated with the current adopted (FY 2025) rates. The Broward County Property Appraiser's data shows that the current adopted rates would generate \$8,465,100 (rounded) in billed assessment revenues. With the 96% budgetary adjustment/discount applied, the current rates would collect an estimated \$8,126,500 (rounded) in net revenues. To accomplish the revenue target, the full cost NRR was reduced to 94.44% of the total potential costs. Table 9 below presents the rate calculations for this revenue target, while Table 10 shows the calculation of the target revenue.

Table 9 – FY 2026 Assessment Rate Calculation – Revenue Neutral Rate Target Scenario - \$8,126,500 Net Revenue (94.44% Cost Recovery)

BCPA Category Description	BCPA Code	Call Allocation %	Allocated FY 2026 NRR	Allocated Units	Unit Type	FY 2026 - Calculated Rates per Unit	FY 2025 - Current Rates per Unit
Acreage (Vacant)	A	0.54%	\$ 49,940	726	Acre	\$ 68.82	\$ 85.23
Commercial	C	39.99%	\$ 3,718,268	9,424,503	Sq Ft	\$ 0.3945	\$ 0.4213
Residential	R	50.93%	\$ 4,735,231	18,518	Dwelling Unit	\$ 255.70	\$ 241.05
Warehouse/Industrial	W	3.47%	\$ 322,341	6,650,500	Sq Ft	\$ 0.0484	\$ 0.0488
Government, Exempt	X	4.30%	\$ 399,521	645,248	Sq Ft	\$ 0.6191	N/A
Not For Profit, Exempt	Y	0.78%	\$ 72,640	446,157	Sq Ft	\$ 0.1628	N/A
		100.00%	\$ 9,297,941				

Table 10 - Revenue Neutral Rate Target Scenario - Net Billed and Estimated Collected Revenue (includes deduction of exemptions) - \$8,126,500 Target Revenue

BCPA Category	BCPA	Allocated	Less:	Total Billed
Description	Code	Assessment	Exemptions	Assessment
Acreage (Vacant)	A	\$ 49,940	\$ (2,696)	\$ 47,244
Commercial	C	\$ 3,718,268	\$ (125,958)	\$ 3,592,310
Residential	R	\$ 4,735,231	\$ (229,029)	\$ 4,506,201
Warehouse/Industrial	W	\$ 322,341	\$ (2,773)	\$ 319,568
Government, Exempt	X	\$ 399,521	\$ (399,521)	\$ -
Not For Profit, Exempt	Y	\$ 72,640	\$ (72,640)	\$ -
		\$ 9,297,941	\$ (832,617)	\$ 8,465,324
		Budgetary Adjustment/Discount		96%
FY 2026 Estimated Collected Revenue				\$ 8,126,711

Consideration of Fair Apportionment of Assessment

While there can be many ways to fairly apportion the costs of the fire services to benefited properties, we note the following:

Apportioning costs among classifications of property based upon the historical demand for fire rescue services is a fair and reasonable method because it reflects the property uses' potential fire risk based upon building use and is a reasonable proxy for the firefighters training and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the City's standards and practices. It is fair and reasonable to allocate costs to any particular non-residential structure without any limit to the square footage of a structure as large buildings require more resources and more value of property benefits from fire protection. It is fair and reasonable to not consider the flow capacity of fire apparatus as a limiting factor to fire protection as larger buildings will have fire flows provided independent of the apparatus cumulative pumping capacity. The amount of personnel engaged in firefighting increases with building size and personnel costs are the largest costs in fire protection. Buildings cannot be permitted for construction if a local government cannot provide adequate fire protection at the time they are ready for occupancy. Accordingly, we have removed tranches from earlier studies and have determined that limits on the size of structures may shift the cost burden to owners of smaller structures. Apportioning costs among classifications of property (Fire Class code) based upon both historical demand for fire rescue services is fair and reasonable and proportional to the special benefit received and will ensure that no property is assessed an amount greater than the special benefit received.

Apportioning costs to unimproved properties is fair and reasonable as fire call data demonstrates that there are calls to those properties that are not infrequent. Fires on unimproved properties can spread to other parcels, both improved and unimproved, and in an urban environment, uncontrolled or unaddressed fires can cause significant damage. Property owners can be held responsible for fires on their property that spread to other parcels. The fire rescue incident reports (NFIRS) are the most reliable data available to determine the potential demand for fire services from property use and to determine the benefit to property use resulting from the demand for fire services to protect and serve buildings and land located within assessed property and their intended occupants. There exist sufficient fire incident reports that document the historical demand for fire services from assessed property within the property use categories. The relative demand that has been determined for each property use

category by an examination of such fire incident reports is consistent with the experience of the City. Therefore, the use of the relative percentages that were determined by an examination of fire rescue incident reports is a fair and reasonable method to apportion the fire services assessed costs among the property use categories (Fire Class codes).

Neither the size nor the value of the residential property determines the scope of the required fire response by the City. The potential demand for fire services is driven by the existence of a dwelling unit.

Apportioning the percentage of the fire services assessed costs relating to the relative demand for fire services attributable to residential property on a per dwelling unit basis (Fire Basis) is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.

The separation of non-residential property buildings by actual square footage (Fire Basis) is fair and reasonable for the purpose of parcel apportionment for the relative demand because the demand for fire service is determined and measured by the actual square footage of structures and improvements within benefited parcels. The greater the building area, the greater the potential for a large fire and the greater the amount of firefighting resources that must be available in the event of a fire in a structure of that building's size. It is fair and reasonable to correlate a building's benefit directly to a building's size, without limit.

Based upon the historical demand for fire protection services, the percentages of the City's total fire protection assessable costs attributable to vacant non-agricultural properties were calculated. The costs attributable to parcels were divided by the number of acres (Fire Basis) associated with parcels in the Acreage category to compute the fire assessment rate per acre. An acreage charge is a fair and reasonable allocation for vacant non-agricultural properties.

For residential parcels that contain non-residential buildings, non-residential improvements located on the parcel were treated according to their non-residential property use category and size to compute the parcel's non-residential fire protection assessment. This assessment was then added to the parcel's residential fire services assessment. For non-residential parcels that contain a residence, the number of dwelling units by type located on the parcel was multiplied by the rate per dwelling unit to compute the parcel's residential fire services assessment. This assessment was then added to the parcel's non-residential fire services assessment. For agricultural parcels that contain a residence or non-residential building, the parcel was assessed for the actual number of dwelling units by type located on the parcel and/or the appropriate assessment for the non-residential building square footage. The property used for agricultural purposes was not assessed.

We believe that the apportionment methodology prepared here is fair and reasonable and benefits the property that will be assessed and that it fits the particular properties in and nature of the City of Dania Beach.

Section 4 – Summary of Recommendations

Based upon the results of the analysis presented herein, we recommend the following:

1. We recommend the Assessment Rates presented herein to be adopted by the City for FY 2026 at or below the full cost recovery calculation.
2. We recommend the City continue its policy of evaluating the fire assessment rates on an annual basis and adjusting the assessment rates to reflect increases in the cost of Fire Service.
3. We recommend the City to continue to update the fire assessment rates annually to keep pace with ongoing changes in costs, call allocations and property demographics.

Section 5 – Appendix A

Schedule 1 – NFIRS Call Data Call/Incident Type Categorizations

Schedule 2 – NFIRS Call Data Property Use Categorizations

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2025-2026 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE RATE AS APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING TO HEAR OBJECTIONS AND QUESTIONS CONCERNING THE MILLAGE RATE, AND AT WHICH MEETING THE QUESTIONS AND CONCERNS WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter (Part VII, Article 1, Section 2) of the City of Dania Beach, Florida, and state law (Florida Statutes, Section 200.065) require that the City Commission shall, by resolution, adopt an annual budget, determine the amount of millage necessary to be levied and publish the budget so adopted, together with a notice stating the time and place where objections and questions may be heard; and

WHEREAS, the City Manager of the City of Dania Beach, Florida, has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year, beginning October 1, 2025, and ending September 30, 2026, with sufficient copies of such report and estimate being on file in the office of the City Clerk so that any interested party may obtain copies upon request; and

WHEREAS, pursuant to the referendum approved by the voters of the City in the March 2005 General Election, the issuance of General Obligation bonds in an amount not to exceed \$10,300,000.00 was authorized; and

WHEREAS, the City has issued General Obligation Bonds in the total amount of \$10,300,000.00, and for Fiscal Year 2025-2026, the City will be levying a debt millage equal to 0.0985 mills towards the payment of principal and interest; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting the estimate, affording the City Commission a comprehensive understanding of the City Government budget and funding for the ensuing period, including expenditures for corresponding items during the last two fiscal years, and any increase and

decrease in financial demands for the ensuing year, as compared with corresponding appropriations for the last (prior) fiscal year; and

WHEREAS, the City Commission has met and considered the City Manager's annual report and estimate for the ensuing year; has determined and fixed the amount necessary to carry on the government of the City for the ensuing year; has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City; and has appropriated the necessary amounts to the various departments of the City, considering the applicable funds on hand and the estimated departmental revenues; and

WHEREAS, the City Commission, in order to produce a sufficient sum to fund the tentative budget, it is recommended that a provisional millage of 5.9998 mills be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach; and

WHEREAS, the "rolled back rate" as computed in accordance with the provisions of Section 200.065(1), Florida Statutes, is 5.6588 mills.

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 proposed tentative operating millage necessary to be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach to produce a sufficient sum, which, together with departmental revenue, will be adequate to pay the appropriations made in the tentative budget, is as follows:

FOR OPERATING BUDGET:

(GENERAL MUNICIPAL MILLAGE)	5.9998 MILLS
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Section 3. That the proposed millage rate is a 6.03% increase from the rolled-back rate, as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

Section 4. That the voted debt service millage rate is 0.0985 mills, as established in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

Section 5. That the City's aggregate tentative millage rate is 6.0983 (a combined total Millage of 5.9998 Mills for operating and 0.0985 mills for debt service).

Section 6. That the City Commission of the City of Dania Beach will meet on September 15, 2025, at 7:00 p.m. in the City of Dania Beach City Commission Chamber, at 100 West Dania Beach Boulevard, Dania Beach, Florida for the purpose of considering and adopting the above stated millage rate and answering questions concerning same. The City Manager shall specify the purposes for which ad valorem tax revenues are being increased, if any, over the “rolled back rate”.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall take effect and be in force 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 Finance Memorandum

DATE: 7/8/2025

TO: Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: A resolution authorizing the issuance of Capital Improvement Revenue Note, Series 2025, to finance the purchase and other costs related to the property located at 400 S. Federal Highway, and approving TD Public Finance, LLC., as the most responsive responder to the financing RFP

Request:

The Finance Department requests approval of a resolution authorizing the issuance of Capital Improvement Revenue Note, Series 2025, to finance the purchase and other costs related to the property located at 400 S. Federal Highway, and approving TD Public Finance LLC., as the most responsive responder to the financing RFP.

Background:

In April 2025, the City Commission approved the acquisition of the property located at 400 S. Federal Highway (the "Project"). The objective is to finance this purchase and the associated costs necessary to render the property operational. In partnership with the Florida Municipal Loan Council and the Public Resources Advisory Group, the City issued a request for proposals for a Capital Improvement Revenue Note, Series 2025 (the "Note").

On May 20, 2025, the City issued the Request for Proposals (RFP) for a loan not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000.00) to support the Project's financing needs. Subsequently, on June 10, 2025, the City received loan proposals from the following lenders:

- Truist Bank
- TD Public Finance, LLC
- JPMorgan Chase Bank
- Webster Bank

TD Public Finance LLC was identified as the most responsive proposer, offering a competitive interest rate of 4.07%. The Note will be issued in the amount of Three Million One Hundred Thousand Dollars, (\$3,100,000.00).

Budgetary Impact

The Note shall be secured by a covenant to budget and appropriate from legally available non-ad valorem revenues of the City. The annual debt service is approximately Three Hundred Seventy-Eight Thousand Dollars (\$378,000) for the life of the Note, with interest due semi-annually in October and April at the rate of 4.07%, and principal due each October.

There are no principal payments due until fiscal year 2027, and the total debt service for FY2025-26 is approximately Ninety Thousand Seventy-One Dollars and Thirty-Six Cents (\$90,071.36) and will be incorporated into the budget proposal. The final principal payment is due in October 2035.

Recommendation

Finance recommends that the City Commission approve the award of the note and the financing proposal bid to TD Public Finance, LLC as the most responsive responder to the financing RFP.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF ITS CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2025 EVIDENCED BY A LOAN IN AN AMOUNT NOT TO EXCEED \$3,100,000 FROM TD PUBLIC FINANCE LLC TO THE CITY TO ACQUIRE, CONSTRUCT, RENOVATE, AND EQUIP CERTAIN CAPITAL PROJECTS, AS DESCRIBED HEREIN; AUTHORIZING THE NEGOTIATED SALE OF SUCH NOTE TO TD PUBLIC FINANCE LLC PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT BY AND AMONG THE FLORIDA MUNICIPAL LOAN COUNCIL, CITY OF DANIA BEACH, FLORIDA, AND TD PUBLIC FINANCE LLC; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, there is a substantial need for the continued preservation of the welfare and convenience of the Issuer and its citizens to finance the acquisition of approximately 0.43 acres of land located at 400 South Federal Highway, Dania Beach, Florida, along with a 4.052 square foot historically designated structure (collectively, the "Project"); and

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

WHEREAS, the Issuer has determined that it is in the best interest of the Issuer and the citizens to issue its City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2025 (the "Note"), pursuant to a Loan Agreement, by and among the Issuer, the Council, and TD

Public Finance LLC (the "Lender"), in substantially the form attached hereto as Exhibit A (the "Loan Agreement"), to finance the costs of the Project and to pay the transaction costs associated with the issuance of the Note; and

WHEREAS, debt service on the Note and any other amounts due under the Loan Agreement will be secured by a covenant to budget and appropriate legally available non-ad valorem revenues of the Issuer (the "Non-Ad Valorem Revenues"), as further described in this Resolution and in the Loan Agreement; and

WHEREAS, the Non-Ad Valorem Revenues are estimated to be sufficient to pay all principal of and interest on the Note, as the same becomes due, and to make all other deposits or payments required by this Resolution and the Loan Agreement; and

WHEREAS, the Issuer received proposals from a number of financial institutions in response to the Issuer's request for proposals, dated May 20, 2025; and

WHEREAS, it is determined that it is necessary and desirable and in the best interest of the Issuer to authorize the Mayor, or his or her duly authorized designee, to accept the proposal from the Lender to extend credit to the Issuer by obtaining a loan evidenced by the Note upon the terms and conditions set forth in, this Resolution, the Loan Agreement, and in the term sheet, dated June 10, 2025, submitted by the Lender with respect to the Note, a copy of which is attached hereto as Exhibit B; and

WHEREAS, due to the present volatility of the market for tax-exempt obligations such as the Note and the complexity of the transactions relating to the Note, including the duration of the Note and the relatively small size of the principal amount of the Note, it is in the best interest of the Issuer that the Note be issued on a negotiated basis to the Lender; and

WHEREAS, the Issuer will be provided all applicable disclosure information by the Lender as required by Section 218.385, Florida Statutes; and

WHEREAS, the Note shall not constitute a general obligation, or a pledge of the faith, credit, or taxing power of the Issuer, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. Neither the State, nor any political subdivision thereof, nor the Issuer shall be obligated to (i) exercise its ad valorem taxing power in any form on any real or personal property of or in the Issuer to pay the principal of and interest on the Note, or any other amounts due under the Loan Agreement, or (ii) to pay the same from any other funds of the Issuer except from the Non-Ad Valorem Revenues budgeted and

appropriated and deposited to the debt service fund established in the Loan Agreement, all in the manner provided in this Resolution and the Loan Agreement. The Note shall not constitute a lien on any property owned or situated within the limits of the Issuer.

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

SECTION 1. ADOPTION OF REPRESENTATIONS. The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to Chapter 166, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law.

SECTION 3. AUTHORIZATION OF THE PROJECT. The Issuer does hereby authorize the Project.

SECTION 4. LOAN AMOUNT. The principal amount of the Loan to the Issuer evidenced by the Loan Agreement shall not exceed \$3,100,000. The Loan shall be made as a tax-exempt borrowing, which shall include, but is not limited to, the costs of issuance incurred by the Issuer, the Lender and the Council, administrative fees of the Florida League of Cities, Inc., and other ongoing costs, and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement.

SECTION 5. APPROVAL AND DELIVERY OF LOAN AGREEMENT. To provide for the security of the Note and to express the contract among the parties to the Loan Agreement, the Mayor, as attested by the City Clerk, and approved as to form and correctness by the City Attorney, or their duly authorized designee, are hereby authorized and directed to execute and deliver the Loan Agreement to evidence the Loan and to undertake all actions in respect to the Loan Agreement, which is in substantially the form attached hereto as Exhibit A with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, the City Clerk, or their duly authorized designee, the execution thereof being conclusive evidence of such approval.

SECTION 6. AUTHORIZATION OF THE NOTE. Subject and pursuant to the provisions of this Resolution, and the terms and provisions of the Loan Agreement, an obligation of the Issuer to be designated as "City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2025" is hereby authorized to be issued, which Note shall evidence amounts

outstanding under the Loan Agreement and will be repaid in accordance with the terms of the Loan Agreement. The proceeds of the Note shall be used for the principal purpose of financing all or a portion of the costs of the Project and financing certain costs of issuance incurred with respect to the Loan, which such costs shall include costs of issuance incurred by the Issuer, the Lender, and the Council.

SECTION 7. DESCRIPTION OF THE NOTE.

(A) The Note is to be issued as a single, fully registered note in a principal amount of \$3,100,000; shall be dated its date of delivery and shall mature not later than October 1, 2035 (the "Maturity Date"). The Note shall bear a fixed interest rate of 4.07% per annum, subject to adjustment as provided therein, and interest shall be payable on each April 1 and October 1, commencing not earlier than October 1, 2025, and thereafter until the principal amount of the Note has been paid. Interest shall be calculated on the basis of a 360-day year consisting of 12 months of 30 days each. Principal shall be payable annually on October 1, commencing on October 1, 2026, and thereafter, through and including, the Maturity Date.

(B) The Note shall be subject to optional prepayment as set forth in the Loan Agreement.

SECTION 8. EXECUTION OF THE NOTE. The Note shall be executed in the name of the Issuer with the manual signature of the Mayor, and the official seal of the Issuer shall be imprinted thereon, attested, countersigned, and authenticated with the manual or facsimile signature of the City Clerk, and approved as to form and legal sufficiency by the City Attorney, if necessary. In case any one or more of the officers who shall have signed or sealed the Note shall cease to be such officer of the Issuer before the Note so signed and sealed has been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office of the Issuer, although, at the date of such Note, such person may not have held such office or may not have been so authorized.

SECTION 9. FORM OF THE NOTE. The text of the Note shall be in substantially the form set forth on Exhibit C of the Loan Agreement with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, upon consultation with the City Attorney, the execution thereof being conclusive evidence of such approval.

SECTION 10. NEGOTIATED SALE OF THE NOTE.

(A) Due to the present volatility of the market for tax-exempt obligations such as the Note and the complexity of the transactions relating to the Note, including the duration of the Note and the relatively small size of the principal amount of the Note, it is in the best interest of the Issuer that the Note be issued on a negotiated basis to the Lender.

(B) Prior to the issuance of the Note, the Issuer shall receive from the Lender a Lender's Certificate, substantially in the form attached hereto as Exhibit C and a Disclosure Letter containing the information required by section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit D.

SECTION 11. PAYMENT OF THE NOTE; LIMITED OBLIGATION.

(A) The principal of and interest on the Note shall be secured by a covenant to budget and appropriate legally available Non-Ad Valorem Revenues in accordance with this Resolution and the Loan Agreement.

(B) THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE, AND ALL OTHER AMOUNTS DUE UNDER THE LOAN AGREEMENT, AND HOLDERS SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL OR INTEREST, OR ALL OTHER AMOUNTS DUE UNDER THE LOAN AGREEMENT. THE NOTE AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER AND SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE NON-AD VALOREM REVENUES ACTUALLY BUDGETED, APPROPRIATED, AND DEPOSITED INTO A DEBT SERVICE FUND ESTABLISHED FOR SUCH PURPOSE, ALL IN THE MANNER AND TO THE EXTENT DESCRIBED IN THIS RESOLUTION AND THE LOAN AGREEMENT. THE NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR

INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 12. **OTHER INSTRUMENTS.** The Mayor, the City Clerk, the City Manager, the City Chief Financial Officer, the City Attorney, and other officers, attorneys, and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution and the Loan Agreement or desirable or consistent with the requirements thereof and hereof, for the full, punctual, and complete performance of all of the terms, covenants, and agreements contained in the Note, this Resolution, and the Loan Agreement, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel, the Financial Advisor, or the Council to effectuate the issuance of the Note. All action taken to date by the officers, attorneys, and any other agents and employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed, and ratified.

SECTION 13. **REPEAL OF RESOLUTIONS IN CONFLICT.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 14. **SEVERABILITY CLAUSE.** If any phrase, clause, sentence, paragraph, or section of this Resolution is for any reason held invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution.

SECTION 15. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

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

FORM OF LOAN AGREEMENT

EXHIBIT B
TERM SHEET

EXHIBIT C

FORM OF LENDER CERTIFICATE

City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Re: \$3,100,000 City of Dania Beach, Florida Capital Improvement Revenue Note,
Series 2025, dated July 14, 2025 (the "Loan Obligation")

Ladies and Gentlemen:

TD Public Finance LLC (the "Lender") is extending credit to the City of Dania Beach, Florida (the "Issuer"), evidenced by the Loan Obligation to hold for its own account to maturity or earlier prepayment and has no present intent to distribute or sell any interest therein or portion thereof other than to an affiliate of the Lender, provided that the Lender retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer, or distribution by the Lender shall be made in accordance with applicable law and the provisions of the Loan Obligation. The Lender acknowledges that no CUSIP numbers be obtained and that the Loan Obligation not be made DTC eligible. No inference should be drawn that the Lender, in the acceptance of the Loan Obligation, is relying on Bryant Miller Olive P.A., Note Counsel, or Eve A. Boutsis, Esq., City Attorney, as to any such matters other than the legal opinions rendered by Note Counsel and by the City Attorney.

The Lender is a lender that regularly extends credit by making loans in the form of state and local government obligations; has knowledge and experience in financial and business matters that make it capable of evaluating the Issuer, the Loan Obligation, and the risks associated with the making of such loan; and has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation.

The Lender acknowledges that it is (a) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

The Lender has conducted its own investigation of the financial condition of the Issuer and of the security for the payment of the principal of and interest on the Loan Obligation, and has obtained such information regarding the Loan Obligation, the Issuer, and its operations, financial condition, and financial prospects as the Lender deems necessary to make an informed credit decision with respect to the making of the loan evidenced by the Loan Obligation.

The Lender acknowledges that (a) the Loan Obligation (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, (iii) will not be listed on any securities exchange, and (iv) will carry no rating from any rating agency; and (b) there is no established market for the

Loan Obligation and that none is likely to develop. The Lender acknowledges that Resolution No. 25-__, adopted by the Issuer on July 8, 2025, and the Loan Agreement, dated as of July 1, 2025, by and among the Florida Municipal Loan Council (the "Council"), the Issuer, and the Lender, are not being qualified under the Trust Indenture Act of 1939, as amended. The Lender acknowledges that (a) the making of the loan evidenced by the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) the Issuer has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document, or other disclosure document.

The Lender is not acting as a fiduciary for the Issuer or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary in connection with its making of the loan evidenced by the Loan Obligation. The Lender has not acted as an agent or served as the Issuer's municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934). The Lender has no fiduciary duty to the Issuer and is entering into an arm's length transaction involving extending credit to the Issuer evidenced by the Loan Obligation. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the Issuer (including to any financial advisor or any placement agent engaged by the Issuer) with respect to the structuring, issuance, sale, or delivery of the Loan Obligation. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Issuer or its financial advisor or placement agent.

The Lender also acknowledges that neither the Council nor Public Resources Advisory Group (the "Financial Advisor"), are acting as a broker or dealer with respect to the Loan Obligation nor is the loan being distributed as a security or otherwise marketed by the Council.

The Lender acknowledges that the Financial Advisor is relying on the representations contained herein for purposes of the Municipal Advisor's determination (i) that this transaction meets the requirements for being a qualified exception for purposes of MSRB Rule G-34, and (ii) that the Municipal Advisor is excepted and released from the requirement to request a CUSIP assignment on behalf of the Issuer pursuant to MSRB Rule G-34 for the Loan Obligation.

[Remainder of page intentionally left blank]

DATED this _____th day of July, 2025.

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President
Senior Relationship Manager

EXHIBIT D

FORM OF DISCLOSURE LETTER

The undersigned, on behalf of TD Public Finance LLC (the "Lender"), proposes to negotiate with the City of Dania Beach, Florida (the "Issuer") for the extension of credit to the Issuer through the private purchase of the Issuer's \$3,100,000 City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2025 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth below is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Note:

Holland & Knight LLP, Lender's Counsel
\$8,500.00

2. (a) The Issuer shall pay an origination fee in the amount of \$3,100 to the Lender. No other fee, bonus, or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph 1. above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in connection with the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.00.

4. The management fee to be charged by the Lender is \$0.00.

5. The origination fee to be charged by the Lender is \$3,100.00.

6. Truth-in-Bonding Statement:

The Issuer is proposing to issue the Note in the principal amount of \$3,100,000 to finance the costs of certain capital improvements as described in Resolution No. 25-___ (the "Resolution") and the Loan Agreement, dated as of July 1, 2025, by and among the Issuer, the Lender, and the Florida Municipal Loan Council (the "Loan Agreement").

Based solely on calculations provided by Public Resources Advisory Group, the Note is expected to be repaid over a period of approximately 10 years. At a forecasted interest rate of

4.07%, total interest paid over the life of the Note is estimated to be approximately \$762,335.78. The source of repayment or security for the Note is a covenant to budget and appropriate Non-Ad Valorem Revenues (as defined in the Loan Agreement). Issuance of the Note is estimated to result in an annual average of approximately \$378,145.47 of the Non-Ad Valorem Revenues not being available to finance the other services of the Issuer during the life of the Note for approximately 10.21 years. This paragraph is provided pursuant to section 218.385, Florida Statutes, is for informational purposes only, and shall not affect or control the actual terms and conditions of the Note.

6. The name and address of the Lender is as follows:

TD Public Finance LLC
255 Alhambra Circle
Coral Gables, Florida 33134
Attention: _____

This Disclosure Letter is provided for the sole purpose of complying with Section 218.385, Florida Statutes, as amended, and does not change the terms of and is not evidence of the terms of the Note. It is the understanding of the Lender that the Issuer has not requested any further disclosure from the Lender.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 14th day of July, 2025.

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President
Senior Relationship Manager

June 10, 2025 (updated)

Sent via email to: Mickey Johnston, PRAG (mjohnston@pragadvisors.com) & Rodney Walton, Florida League of Cities, Inc. (rwalton@flcities.com)

RE: City of Dania Beach, Florida RFP \$3,100,000 Special Obligation Non-Ad Valorem Revenue Bond, Series 2025

Dear Messrs. Johnston and Walton:

In response to the above referenced RFP for City of Dania Beach, Florida (the "City"), TD Bank, N.A. (the "Bank") through its wholly owned subsidiary TD Public Finance LLC (the "Purchaser" or the "Bank"), is pleased to submit the following proposal to the City.

The structure of the proposed Credit Accommodation is outlined in the attached term sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that the Bank has not approved the Credit Accommodation. The Bank shall not be liable to the City or any other person for any losses, damages or consequential damages which may result from the City's reliance upon this proposal letter or the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

This letter is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or (ii) as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors, and agents.

The Bank's Loan Proposal is subject to acceptance by the City and is contingent upon a Loan Closing with mutually acceptable documents between the City and Bank on an estimated closing date of July 14, 2025, unless otherwise negotiated between the Parties.

Accepted on this ___ day of _____, 2025:

City of Dania Beach, Florida

Very truly yours,
TD Public Finance LLC
(A subsidiary of TD Bank, N.A.)

By: _____

By:  _____
Lance Aylsworth
VP / Senior Relationship Manager

Name: _____

Title: _____

Choose either:

10yr Term Prepayment option type: ____ Closed or ____ Open after 3rd yr. principal payment.

Summary of Terms and Conditions
For Discussion Purposes Only
City of Dania Beach, Florida
June 10, 2025
Aggregate amount of all Credit Facility options shall not exceed \$3,100,000.
(Direct Purchase Bank Loan)

Direct Purchase Option

- Borrower:** City of Dania Beach, Florida (the "Borrower").
- Bond Purchaser:** TD Public Finance LLC (the "Purchaser"). (A wholly owned subsidiary of TD Bank, N.A.)
- Credit Facility:** Direct Purchase of Tax-Exempt Bonds (the "Bond") to be purchased by the Purchaser pursuant to the terms of a Continuing Covenant Agreement between the Borrower and the Purchaser or acceptable Supplemental Resolution (the "DP Credit Facility").
- Amount(s):** Aggregate amount of the Bonds shall not exceed \$3,100,000.
- Purpose:** The DP Credit Facility proceeds to (i) fund the acquisition and related improvements of approximately 0.43 acres of uninhabited land located at 400 South Federal Highway, Dania Beach, along with a 4,052 square foot historically designated structure on the parcel with the goal of restoring the structure for meetings, events, or possibly as a museum (the "Project"), and (ii) fund costs of issuance related to the DP Credit Facility.
- Repayment:** Principal payable annually on October 1, beginning October 1, 2026.
Interest payable beginning October 1, 2025; Interest payment frequency semiannually.
- Term:** 10yr Bond – 10.25yrs (maturity October 1, 2035)
- Interest Rate:** The following fixed rate options are offered:
10yr Bond - **Tax-Exempt Fixed Rate Option** Tax-exempt fixed rate of interest as detailed below based on the listed term option.

Term (Years)	Interest Rate*
10yrs – Closed w/ no prepayment penalty annually up to 25% of principal balance. (see Closed Prepayment below)	4.03%
10yrs – Open – no prepayment penalty following 3 rd year. (see Open Prepayment below)	4.15%

Formula: **Closed** tax-exempt fixed rate of interest to be determined by taking the prevailing 10-10 years structure of Reg. Federal Home Loan Bank (FHLB) Boston Amortizing Advances (4.59% as of end of day on 6/10/2025) plus 0.51% (51 basis points) and multiplying its sum by the tax-exempt factor of 79%. The FHLB Interest Rate is provided in the website link below:

<https://www.fhlbboston.com/fhlbank-boston/rates#/amortizing>

Borrower can elect to have an "Open" (no prepayment penalty at any time after 3yr Lock-Out) prepayment structure associated with this Loan by adding a premium of **12** basis points to the quoted proposed Closed Rate.

* The fixed rates are provided as an indication of the rates as of 6/10/25 and are subject to change based on changes in market rates based on the formula above prior to the earlier to occur of (i) the closing date or (ii) the date on which the Bank and the Borrower enter a Rate Lock (preferably with 24-hour notification). Rate Lock can be entered into and **held through expected closing date** (+/- 30 days) once Bank/Purchaser has been selected/recommended as "Winning Bidder Selected" and repayment structure (nominal amount, prepayment option selected, and amortization schedule) is in near final form (within 5% deviation). There will be no Rate Lock Agreement other than correspondence (email, conference call, or otherwise) between Bank and authorized party of Borrower.

Prepayment: **Closed Prepayment:** Anytime on an annual basis with thirty (30) days prior written notice, a **prepayment up to 25% of the principal balance October 1st of each year can be made to the Bonds without penalty.** At the time of any full or partial prepayment **exceeding 25%** of the principal balance annually, a “Yield Maintenance Fee” in an amount computed as follows will apply:

This Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Purchaser. In the event of any prepayment of this Note **above 25%** of principal balance annually, whether by voluntary prepayment, acceleration, or otherwise, the Borrower shall, at the option of the Purchaser, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the “Stated Interest Rate”. If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Bond plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."

"Remaining Term" as used herein shall mean the earlier of (a) the Mandatory Tender Date or (b) to the Final Maturity of the Note.

Open Prepayment: After the 3rd year anniversary (3yr Lock-Out), the Bonds may be prepaid at any time in whole or in part without prepayment penalty upon thirty (30) days prior written notice. Borrower can elect to have an "Open" prepayment penalty associated with this Loan by adding a premium of **12** basis points to the quoted proposed Closed Rate.

Late Fee: If any payment due to the Bank is more than fifteen (15) days overdue, a late charge payment of six percent (6%) of the overdue payment shall be assessed.

Security: The DP Credit Facility will be secured by a Covenant to Budget and Appropriate from legally available Non-Ad Valorem Revenues of the City.

Financial Covenants: The Credit Facility shall include the following financial covenants:
1) Anti-Dilution Test of 150%, as mentioned in RFP.

Financial Reporting: The Credit Facility shall include the following reporting requirements:

<u>Types of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statements	Annual	Within 270 days of Borrower's Fiscal Year End.
Annual Budget	Annual	As soon as available or not more than 60 days of Borrower's fiscal year end.

The Bank reserves the right to request additional financial information to supplement or verify certain financial assumptions and/or verify the creditworthiness of the Borrower.

Representations

And Warranties: The Credit Facility shall include Representations and Warranties appropriate for facilities of this type, size, and purpose and generally consistent with the Borrower's existing facilities, including, but not limited to, the following: no material adverse change, true and accurate financial statements, no material litigation, requisite insurance, enforceability, no events of default, government consents, solvency, compliance with tax law and maintenance of tax-exempt status, compliance with environmental law and full disclosure of environmental matters.

Other**Covenants:**

In addition to the terms and conditions outlined herein, the Credit Facility will contain affirmative and negative covenants appropriate for a borrower and a financing of this type and generally consistent with the Borrower's existing credit, liquidity and direct purchase facilities and such covenants shall include: no material amendments to, or terminations or substitutions to, the transaction documents.

Events**of Default:**

The Credit Facility shall include, but will not be limited to, the following Events of Default:

- (1) Breach of representation or warranties.
- (2) Violation of covenants.
- (3) Bankruptcy or insolvency.
- (4) Payment default.

Other**Conditions:**

Closing of the Purchaser's Credit Facility shall be contingent on the following conditions:

1. Documents for the tax-exempt facility will include taxability language (including retroactive interest, penalties and other fees and costs associated therewith) allowing for a higher taxable facility rate should the IRS deem the facilities to be a taxable facility solely due to events associated with **action or inaction** of Borrower.
2. Borrower covenants and agrees that documents will include language stipulating that the facilities and all existing and future obligations secured by Covenant to Budget & Appropriate shall be on parity without preference to be given to any particular issuance.
3. If the Borrower provides more restrictive covenants or additional rights and remedies to any other parity bondholder or lender, then the Bank shall have the same covenants, rights and remedies. To the extent any other bondholder or lender exercises acceleration rights, the Bank shall also have the ability to accelerate.
4. Borrower agrees to provide any supporting document that may be required so the Bank can qualify the Facility.
5. Borrower shall maintain a Public Debt Rating throughout the life of the loan. Withdrawal or suspension shall be an Event of Default. During the life of the Loan, a minimum Public Debt Rating (PDR) of Baa1/BBB+/BBB+ to the Covenant to Budget and Appropriate Debt issued by the City. A downgrade below these levels will result in an Event of Default.
6. No Material Adverse Change to the Borrower.
7. The implementation of certain terms, conditions, covenants, or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
8. Other covenants, limitations, and requirements consistent with financings of this type.
9. All standard representations, warranties, rights, and remedies in the event of default acceptable to the bank.
10. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
11. The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or terms of the proposed Credit Accommodation.
12. Any other conditions the Purchaser may reasonably require.

Default Rate:

The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal, with Prime Floor of 3%.

No Advisory or**Fiduciary Role:**

The Borrower acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between the Borrower and Purchaser in which Purchaser is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (ii) the Purchaser has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Borrower on other matters); (iii) the only obligations the Purchaser has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (iv) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Fees and Expenses:

The Borrower(s) shall pay to the Bank or Purchaser on demand all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation, and other expenses) incurred or paid by the Bank or Purchaser in connection with the preparation, review, administration, and enforcement of all documents related to the Credit Facilities, regardless of whether this transaction closes.

The Purchaser expects to utilize Michael Wiener at Holland & Knight LLP as counsel to represent the Purchaser and review the applicable Credit Facility documents drafted by Bond Counsel. For the Credit Facility, legal fees are estimated at **\$8,500.00** plus disbursements, if applicable, and paid by the Borrower whether or not Loan closes.

Bank Counsel:

Michael Wiener, Partner
Holland & Knight LLP
100 North Tampa Street, Suite 4100 | Tampa, Florida 33602
Phone 863.499.5362 | Fax 813.229.0134
michael.wiener@hklaw.com | www.hklaw.com

Bank origination fee: **\$3,100.00**.

Governing Law: State of Florida.

Waiver of Jury Trial:

The Borrower shall waive its right to a trial by jury.

Confidentiality:

These Summary of Terms and Conditions contain confidential and proprietary structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Bonds or as may be required by law, the contents of this proposal may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed Bonds.

Patriot Act Notice:

The Purchaser is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Purchaser to identify the Borrower in accordance with the Act.

These Summary of Terms and Conditions are provided for discussion purposes only, are not binding on any party, and therefore, do not constitute a commitment to lend by the Purchaser. The Summary of Terms and Conditions are intended to be merely a summary of the provisions by which the Purchaser has contemplated the proposed financing, and, therefore, do not include all of the terms and conditions that would be included in definitive documentation required by the Purchaser to execute the proposed transaction. Consequently, the terms proposed herein are provided for the purpose of discussion for a period of 30 days following the date of this letter, unless otherwise extended in writing by the Purchaser. Any extension of credit is subject to final credit approval through the Purchaser's normal approval process. If credit is offered in the future, the required terms and conditions will be made in writing and may differ substantially from those contained in this proposal.

Appendix A

Preliminary Principal Amortization

<u>Payment Date</u>	<u>Principal Payment</u>
10/1/2026	\$258,202
10/1/2027	268,530
10/1/2028	279,271
10/1/2029	290,442
10/1/2030	302,060
10/1/2031	314,142
10/1/2032	326,708
10/1/2033	339,776
10/1/2034	353,367
10/1/2035	367,502
	<u>\$3,100,000</u>

Credit Ratings (see footnote 7)

		Moody's	S&P	Fitch	DBRS
The Toronto-Dominion Bank	Long Term Deposits	Aa2	A+	AA	AA (high)
	Legacy Senior Debt (see footnote 8)	Aa3	A+	AA	AA (high)
	Senior Debt (see footnote 9)	A2	A-	AA-	AA
TD Bank, N.A.	Long Term Deposits	Aa3	A+	AA	AA
	Long Term Debt	A2	A+	AA-	AA

For further details on financial information and credit ratings for The Toronto-Dominion Bank and TD Bank, N.A., please visit our Investor Relations website: td.com/investor

⁷Ratings on long-term debt and deposits of The Toronto-Dominion Bank and TD Bank, N.A., as of January 31, 2025. Credit ratings are not recommendations to purchase, sell, or hold a financial obligation inasmuch as they do not comment on market price or suitability for a particular investor. Ratings are subject to revision or withdrawal at any time by the rating organization.

LOAN AGREEMENT

by and among

TD PUBLIC FINANCE LLC

FLORIDA MUNICIPAL LOAN COUNCIL,

and

CITY OF DANIA BEACH, FLORIDA

Dated as of July 1, 2025

CITY OF DANIA BEACH, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2025

This Instrument Prepared By:

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

and

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

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LOAN AGREEMENT

This Loan Agreement (the "Loan Agreement"), dated as of July 1, 2025, and entered into among TD PUBLIC FINANCE LLC, and its successors and assigns (the "Lender"), the FLORIDA MUNICIPAL LOAN COUNCIL (the "Council"), a separate legal entity and public body corporate and politic duly created and existing under the Constitution and laws of the State, and the CITY OF DANIA BEACH, FLORIDA (the "Issuer"), a duly constituted municipality under the laws of the State.

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Loan Agreement; and

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

WHEREAS, the Council has determined that the public interest will best be served and that the purposes of the Interlocal Act can be more advantageously obtained by the Council's administering a financing program within the State whereby funds are provided by a qualified lending institution and loaned directly to the participating local government to finance, refinance, or reimburse the costs of qualifying projects and secured by a debt obligation issued by the participating local government; and

WHEREAS, the Issuer is authorized under and pursuant to the Act and the Resolution to participate in the Program, enter into this Loan Agreement, and issue the Note for the purposes set forth herein; and

WHEREAS, pursuant to the authority of the Act, the Council desires to assist the Issuer in participating in the Program to provide a loan evidenced by the Note issued by the Issuer in an amount necessary to enable the Issuer to finance or reimburse the Costs of the Project; and

WHEREAS, pursuant to the authority of the Act and the Resolution, the Issuer desires to issue the Note and borrow such amount subject to the terms and conditions of and for the purposes set forth in this Loan Agreement; and

WHEREAS, the Issuer has determined that it is necessary, desirable, and in the best interests of the Issuer and its citizens, visitors, property owners, and workers, and to serve a public purpose that the Project be financed and completed; and

WHEREAS, the Issuer has determined that the lending of funds by the Lender to the Issuer pursuant to the terms of this Loan Agreement will assist in the development and maintenance of the public welfare of the residents of the State and the areas served by the Issuer, and shall serve a public purpose by improving the health and living conditions, and providing adequate governmental services, facilities, and programs and will promote the most efficient and economical development of such services, facilities, and programs in the State and the areas served by the Issuer; and

WHEREAS, the Issuer has determined that a covenant to budget and appropriate Non-Ad Valorem Revenues shall secure the Issuer's payment obligations under this Loan Agreement and the Note; and

WHEREAS, neither the Issuer nor the State or any political subdivision thereof, shall in any way be obligated to pay the principal of or interest on the Note, except that the Note shall be payable by the Issuer and secured solely from the funds and revenues pledged under and pursuant to this Loan Agreement, as the same shall become due, and the issuance of the Note hereunder shall not directly, indirectly, or contingently obligate the Issuer, the State, or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for their payment; and

WHEREAS, the Lender is willing to extend credit to the Issuer by paying a purchase price for the Note as set forth herein in order to provide the funds to finance the Loan.

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

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS.

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

"Accountant" means the independent certified public accountant or firm of independent certified public accountants employed by the Issuer under the provisions of this Loan Agreement to perform and carry out the duties imposed on the Accountant by this Loan Agreement.

"Act" means, collectively, to the extent applicable to the Issuer, Article VIII, Section 2 of the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law, each as amended.

"Additional Payments" means payments required by Section 5.02 hereof.

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

"Administration Fee" means the fee by that name described in Section 4.04 hereof.

"Audit" means the audited financial statements of the Issuer.

"Authorized Representative" means, when used pertaining to the Council, the Chairman of the Council, and such other designated members, agents, or representatives as may hereafter be selected by Council resolution; and, when used with reference to the Issuer, means the Person performing the functions of the Mayor or Mayor Pro Tem thereof or other officer authorized to exercise the powers and perform the duties of the Mayor; and, when used with reference to an act or document, also means any other Person authorized by resolution or ordinance to perform such act or sign such document.

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

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

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

"Certificate" of the Council means, respectively, a written certificate, statement, request, requisition, or order signed in the name of the Council by its Chairman, Program Administrator, or such other Person as may be designated and authorized to sign for the Council; or of the Issuer means, respectively, a written certificate, statement, request, requisition, or order signed in the name of the Issuer by its Mayor or Vice Mayor, or such other Person as may be designated and authorized to sign for the Issuer. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion, or representation, and the two or more so combined shall be read and construed as a single instrument.

"City Clerk" means the City Clerk of the Issuer or assistant, deputy, or interim City Clerk of the Issuer, or such other Person as may be duly authorized by the City Commission to act on his or her behalf.

"City Commission" means the governing body of the Issuer.

"City Manager" means the City Manager of the Issuer or any assistant or deputy City Manager of the Issuer, or such other Person as may be duly authorized by the City Commission to act on his or her behalf.

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

"Closing Memorandum" means the Closing Memorandum for the Note, dated July 14, 2025, and providing the details for the delivery of the Note, the receipt and application of the proceeds of the Note and other moneys, and the costs of issuance to be paid with respect to the Note.

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

"Costs" means all or a portion of the costs of undertaking the Project including, but not limited to: the purchase price of any project acquired; the cost of constructing or acquiring improvements; the cost of construction, extension, or enlargement; the cost of all lands, properties, rights, easements and franchises acquired; the cost of all machinery and equipment, financing charges, interest during construction; and, if deemed advisable, for one year after completion of construction, cost of investigations, audits, and engineering and legal services; and all other expenses necessary or incident to determining the feasibility or practicability of such acquisition or construction, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized and to the acquisition or construction, of a project and the placing of the same in operation. Any obligation or expense incurred by the Issuer prior to the issuance of notes for engineering studies and for estimates of cost and of revenues, and for other technical, financial, or legal services in connection with the acquisition or construction of any project, may be regarded as a part of the cost of such project.

"Council" means the Florida Municipal Loan Council.

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

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

"Debt Service Fund" means the special fund of the Issuer designated "City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2025 Debt Service Fund" established pursuant to Section 2.02(b) hereof.

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

"Default Rate" means six percent (6.0%) plus the Prime Rate as quoted in the Wall Street Journal, with such Prime Rate having a floor of three percent (3.0%).

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

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Governmental Funds" means all of the "governmental funds" of the Issuer as described and identified in the Audit.

"Governmental Funds Revenues" means total revenues of the Issuer derived from any source whatsoever and that are allocated to and accounted for in the Governmental Funds.

"Governmental Obligations" means (i) non-callable direct obligations of the United States of America ("Treasuries"), (ii) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any Person claiming through the custodian or to whom the custodian may be obligated, or (iii) any combination of the foregoing.

"Interest Account" means the separate account in the Debt Service Fund established pursuant to Section 2.02(b) hereof.

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

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

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

"Issuer" means the City of Dania Beach, Florida, a Florida municipal corporation.

"Loan" means the Loan made by the Lender to the Issuer from proceeds of the Note in order to finance or reimburse the Costs of the Project in the amount specified in Section 3.01 herein.

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

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

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

"Maturity Date" means October 1, 2035.

"Maximum Rate" means the maximum rate allowed by the laws of the State of Florida.

"Mayor" means the Mayor of the Issuer, or in his or her absence or inability to act, the Mayor Pro Tem of the Issuer or such other Person as may be duly authorized by the City Commission to act on his or her behalf.

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

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

"Note" means the \$3,100,000 City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2025.

"Note Counsel" means Bryant Miller Olive P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Noteholder," "Holder," "holder of the Note," "Owner," "owner of the Note," "Lender," or any similar term, when used with reference to the Note, means any Person who shall be the registered owner of the outstanding Note as provided in the registration books of the Issuer. The initial Noteholder shall be the Lender.

"Permitted Investments" means any investments authorized pursuant to the laws of the State and the Issuer's written investment policy, if any.

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

"Principal Account" means the separate account in the Debt Service Fund established pursuant to Section 2.02(b) hereof.

"Principal Payment Date" means October 1, 2026, and thereafter each October 1 through and including the Maturity Date.

"Program" means the Council's program whereby funds are provided by a qualified lending institution and loaned directly to the participating local government to finance, refinance, or reimburse the costs of qualifying projects and secured by a debt obligation issued by the participating local government.

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

"Project" means the governmental undertaking approved by the City Commission, as more specifically detailed on Exhibit A hereof, and as may be amended from time to time in accordance with this Loan Agreement.

"Project Fund" means the special fund of the Issuer designated "City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2025, Project Fund" established pursuant to Section 2.02(b) hereof.

"Resolution" means the resolution authorizing the issuance of the Note, adopted by the Issuer on July 8, 2025, as may be amended and supplemented from time to time, or its successor in function.

"State" means the State of Florida.

SECTION 1.02. USES OF PHRASES.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Note," "Noteholder," "Owner," and "Person" shall include the plural as well as the singular number. All references herein to specific sections of the Code refer to such sections of the Code and all successor or replacement provisions thereto.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF ISSUER

SECTION 2.01. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

The Issuer represents, warrants, and covenants on the date hereof for the benefit of the Lender as follows:

(a) Organization and Authority. The Issuer:

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

(2) has all requisite power and authority to own and operate its properties, to undertake, finance, or be reimbursed for the Project, to covenant to budget and appropriate the Non-Ad Valorem Revenues to the repayment of the

Note and the other obligations of the Issuer hereunder, and to carry on its activities as now conducted and as presently proposed to be conducted.

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

The Audit, including, but not limited to the Audit for the Fiscal Year ended September 30, 2024, financial statements, balance sheets, and any other written statement furnished by the Issuer to the Lender were prepared in accordance with Generally Accepted Accounting Principles and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Issuer which the Issuer has not disclosed to the Lender in writing which materially adversely affects or is likely to materially adversely affect the financial condition of the Issuer, or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer, except as specifically described in writing to the Lender, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects, or condition (financial or otherwise) of the Issuer, or the existence or powers or ability of the Issuer to enter into and perform its obligations under this Loan Agreement.

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

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

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any property or assets of the Issuer pursuant to any indenture, loan agreement, or other agreement or instrument (other than this Loan Agreement) or restriction to which the Issuer is a party or by which the Issuer, its properties,

or operations are bound as of the date of this Loan Agreement; or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge, or encumbrance, which breach, default, lien, charge, or encumbrance (described in (i) or (ii)) could materially and adversely affect the validity or the enforceability of this Loan Agreement or the Issuer's ability to perform fully its obligations under this Loan Agreement, nor does such action or inaction result in any violation of the provisions of the Act, the Resolution, or any laws, ordinances, governmental rules or regulations, or court orders to which the Issuer, its properties, or operations may be bound.

(e) No Defaults. No Event of Default or Default has occurred or exists. The Issuer is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (1) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to, by the Lender and (2) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Issuer with the terms hereof), of any terms of any agreement or other instrument to which it is a party or by which it, its properties, or its operations may be bound, which may materially adversely affect the ability of the Issuer to perform hereunder.

(f) Governmental Consents. The Issuer has obtained, or expects to obtain when required, all permits, approvals, and findings of non-reviewability required as of the date hereof by any governmental body or officer for the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Project, including, but not limited to, construction and renovation work necessary for such acquisition, construction, installation, rehabilitation, improvement, and/or equipping, the financing thereof or the reimbursement of the Issuer therefor, or the use of the Project, and, prior to or after entering into the Loan, the Issuer will obtain all other such permits, approvals, and findings as may be necessary for the foregoing and for the Loan and the proper application thereof. The Issuer has complied with or will comply with all applicable provisions of law requiring any notification, declaration, filing, or registration with any agency or other governmental body or officer in connection with the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Project, including, but not limited to, construction and renovation work necessary for such acquisition, construction, installation, rehabilitation, improvement, equipping, financing, or reimbursement thereof, or reimbursement of the Issuer therefor. Any such acquisition, construction, installation, rehabilitation, improvement, equipping, financing, or reimbursement contemplated in this Loan Agreement is consistent with, and does not violate or conflict with, the terms of any such agency or other governmental consent, order, or other action which is applicable thereto. No further consent, approval, or authorization of, or filing, registration, or qualification with, any governmental authority is required on the part of the Issuer as a condition to the

execution and delivery of this Loan Agreement, or to amounts becoming outstanding hereunder.

(g) Compliance with Law. The Issuer is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, and which are material to its properties, operations, finances, or status as a municipal corporation or subdivision of the State. The Issuer will take all reasonable legal action within its control in order to maintain its existence as a municipal corporation of the State, and shall not voluntarily dissolve.

(h) Use of Proceeds.

(1) The Issuer deems it necessary, desirable, and in the best financial interest of the Issuer to finance the Project. The financing of the Project in the manner herein provided is hereby authorized.

(2) The Issuer will apply the proceeds of the Loan from the Lender for (i) the financing of the Costs of the Project as set forth in Exhibit A hereto; and (ii) paying the transaction costs associated with the issuance of the Note. Simultaneously with the Closing of the Loan, a portion of the proceeds of the Loan will, at the Issuer's request and instruction as provided in Section 3.05 herein, be deposited into the Project Fund.

(3) If any component of the Project listed in Exhibit A is not paid for out of the proceeds of the Loan at the Closing of the Loan, the Issuer shall, as quickly as reasonably possible, with due diligence, use the remainder of the proceeds of the Loan listed in Exhibit A and any investment earnings thereon to pay the Costs of the Project. All such proceeds of the Loan shall be expended prior to July 14, 2028; provided, however, such time limit may be extended by the written consent of the Lender with notice to the Council, and provided further, the Issuer must obtain an opinion of Note Counsel to the effect that such extension of such time limit will not adversely affect the validity of the Note or tax-exempt status of the Note. The Issuer may amend Exhibit A to provide for the financing of different or additional Project if the Issuer, after the date hereof, deems it to not be in the interest of the Issuer to acquire, construct, install, rehabilitate, improve, and/or equip of any item of the Project or the Costs of the Project prove to be less than the amounts listed on Exhibit A and the investment earnings thereon, without the consent of the Lender or the Council (but with notice thereto); provided, however, the Issuer must obtain an opinion of Note Counsel to the effect that such an amendment and the completion of the revised Project will not adversely affect the validity of the Note or tax-exempt status of the Note regarding the amended Exhibit A.

(4) The Issuer will be responsible for repaying, through the Loan Repayments, the Note issued to fund the Loan, including the portion of the Note issued to fund any transaction costs associated with the issuance of the Note.

(5) The Issuer covenants that it will make no use of the proceeds of the Note that are in its control at any time during the term of the Note, which would cause the Note to be an "Arbitrage Bond" within the meaning of Section 148 of the Code.

(6) The Issuer covenants that it shall neither take any action nor fail to take any action or to the extent that it may do so, permit any other party to take any action which, if either taken or not taken, would adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Note.

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

SECTION 2.02. COVENANTS OF THE ISSUER. The Issuer makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the Loan Term:

(a) Security for the Loan and Loan Repayments. Subject to the provisions of Section 2.02(n) hereof, the Issuer covenants and agrees to appropriate in its annual budget, by amendment, if required, and to deposit or credit to the Debt Service Fund to pay, when due under this Loan Agreement, directly to the Lender, amounts of Non-Ad Valorem Revenues of the Issuer sufficient to satisfy and timely make the Loan Repayments as required under this Loan Agreement. Such covenant is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative and shall be payable on parity without preference, and shall continue until such Non-Ad Valorem Revenues or other legally available revenues in amounts sufficient to make all required Loan Repayments, including delinquent Loan Repayments, shall have been budgeted, appropriated, and actually paid to the Lender. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of any deficiency in Loan Repayments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. Notwithstanding the foregoing or any provision of this Loan Agreement to the contrary, the Issuer does not covenant to maintain any services or programs now maintained by the Issuer which generate Non-Ad Valorem Revenues or to maintain the charges it presently collects for any such services or programs.

(b) Funds and Accounts.

(1) The Issuer hereby covenants and agrees to establish a separate fund to be known as the "City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2025 Debt Service Fund." The Issuer hereby covenants and agrees to maintain in the Debt Service Fund the following accounts: the "Interest Account" and the "Principal Account." The Issuer hereby covenants and agrees to establish a separate fund to be known as the "City of Dania Beach, Florida Capital Improvement Revenue Note, Series 2025 Project Fund." Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Noteholder and for the further security of the Noteholder. The Project Fund and the Debt Service Fund shall constitute trust funds for State law purposes to secure the Noteholder, and shall at all times be kept separate and distinct from all other funds and accounts of the Issuer and used only as herein provided.

(2) The Issuer shall at any time and from time to time appoint one or more qualified depositories to hold, for the benefit of the Noteholder, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring, and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees.

(3) The Project Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State and the investment policy of the Issuer. Moneys on deposit in the Project Fund and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing no later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Project Fund and the Debt Service Fund shall be retained in such respective fund and accounts unless otherwise required by applicable law. Nothing contained in this Loan Agreement shall prevent any Permitted Investments acquired as investments of or security for funds and accounts held under this Loan Agreement from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

(4) The moneys required to be accounted for in each of the foregoing funds and accounts may be deposited in a single bank account, and funds allocated to the various funds and accounts may be invested in a common investment pool, provided that adequate accounting records are maintained to

reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided. The designation and establishment of the various funds and accounts shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

(c) Project Fund.

(1) The Project Fund created pursuant to Section 2.02(b) of this Loan Agreement shall be used only for payment of the Costs of the Project. Moneys in the Project Fund, until applied in payment of any item of the Costs of the Project, in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Noteholder and for the further security of such Noteholder.

(2) Any funds on deposit in the Project Fund that, in the opinion of the Issuer, are not immediately necessary for expenditure, as herein provided, may be invested and reinvested in Permitted Investments which shall mature or be redeemable at face value not later than the dates on which such funds are needed. All income derived from investment of funds in the Project Fund shall be used to pay Costs of the Project, as provided herein.

(3) Any payments for any damages of whatever kind received by the Issuer as a result of the negligence or breach of contract or warranty by any contractor, subcontractor, supplier, or design professional working on or supplying goods or services for the Project, and all insurance proceeds received with respect to damages to such Project during the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Project, shall be deposited into the Project Fund to ensure proper completion of the Project.

(4) The Issuer covenants to commence the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Project promptly upon delivery of the Note and to thereafter work with due diligence to complete the Project. Except as otherwise provided in Section 2.01(h)(3) herein, upon completion of the Project, any amounts then remaining in the Project Fund and not reserved by the Issuer for the payment of any remaining part of Costs of the Project, shall be used to prepay the Note in the manner that such Note is to be prepaid under the terms of this Loan Agreement, or to pay principal of or interest on the Note, as such becomes due.

(5) Upon the occurrence of an Event of Default hereunder, to the extent there are no other funds available under this Loan Agreement, the moneys in the Project Fund shall be applied to the payment of the Note.

(d) Flow of Funds. Pursuant to Section 2.02(a) of this Loan Agreement, Non-Ad Valorem Revenues shall be deposited or credited at least five Business Days prior to the applicable due date, in the following manner and in the following order of priority:

(1) First, the Issuer shall deposit into or credit to the Interest Account of the Debt Service Fund the sum which, together with the balance in such Interest Account, shall equal the interest coming due on the Note accrued and unpaid and to accrue on such Interest Payment Date. Moneys in the Interest Account shall be used to pay interest on the Note, as and when the same become due, whether by prepayment or otherwise, and for no other purpose.

(2) Next, the Issuer shall deposit into or credit to the Principal Account of the Debt Service Fund the sum which, together with the balance in such Principal Account, shall equal the principal coming due on the Note on the next Principal Payment Date. Moneys in the Principal Account shall be used to pay the principal of the Note, as and when the same shall become due, whether by prepayment or otherwise, and for no other purpose.

(e) Anti-Dilution Test.

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

(2) For purposes of the covenants contained in this Section 2.02(e), maximum annual debt service on the Debt means, (i) with respect to the Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to the Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in The Bond Buyer no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, maximum annual debt

service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis, and (ii) with respect to Debt that is a revolving line of credit, the maximum annual debt service for such indebtedness shall be deemed to be fully drawn and amortized over a five-year period, assuming level debt service based on the fixed interest rate on such loan or the assumptions for variable rate indebtedness.

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

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

(5) Notwithstanding anything herein to the contrary, the provisions of this Section 2.02(e) may be amended, supplemented, or waived from time to time with the prior written consent of the Lender.

(f) Delivery of Information to the Lender. Beginning with the Fiscal Year ended September 30, 2025, the Issuer will provide the Noteholder with a copy of the Audit within 270 days of the end of its Fiscal Year. In addition, the Issuer will provide the Noteholder with (i) a copy of its final annual budget for each Fiscal Year within 60 days of adoption thereof by its City Commission and (ii) such other financial or public information as the Noteholder may from time to time reasonably request. The Issuer further agrees that it will permit the Noteholder or its agents and representatives to inspect the Issuer's books and records and make extracts therefrom at the Noteholder's own expense during regular business hours and in a manner which will not disrupt normal business operations of the Issuer. So long as the Lender or its affiliate is the Owner of the Note, the Issuer may deliver the Audit and annual budget in electronic PDF format.

(g) Information. The Issuer's chief financial officer or other staff of the Issuer shall discuss the Issuer's financial matters with the Lender or its representatives at all reasonable times at the office of the Issuer, and provide the Lender with copies of any documents reasonably requested by the Lender unless such documents or material are protected or privileged from disclosure under applicable State law.

(h) Further Assurance. The Issuer shall execute and deliver to the Lender and the Council all such documents and instruments and do all such other acts and things as may be reasonably necessary to enable the Lender and the Council to exercise and enforce their respective rights under this Loan Agreement and the Note and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner, and at such place or places, all as may be reasonably necessary or required by the Lender to validate, preserve, and protect the Lender's security under this Loan Agreement.

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

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

(k) Compliance with Laws, Etc. The Issuer shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations, and lawful orders of any governmental authority, non-compliance with which would, singularly or in the aggregate, materially adversely affect its business, properties, earnings, prospects, or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(l) Tax-Exempt Status of the Note.

(1) The Issuer understands that it is the intention hereof that the interest on the Note not be included within the gross income of the Holder thereof for federal income tax purposes.

(2) In furtherance thereof, the Issuer agrees that it will take all action within its control which is necessary in order for the interest on the Note to remain excludable from gross income for federal income taxation purposes, and shall refrain from taking any action which results in such interest on the Note becoming includable in gross income.

(3) The Issuer further covenants that, to the extent it has control over the proceeds of the Note, it will not take any action or fail to take any action with respect to the investment of the proceeds of the Note, with respect to the payments derived from the Note or hereunder or with respect to the issuance of other obligations, which action or failure to act may cause the Note to be an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code. In furtherance of the covenant contained in the preceding sentence, the Issuer agrees to comply with the Tax Certificate as to Arbitrage and the provisions of Section 141 through 150 of the Code, including the letter of instruction attached as an exhibit thereto, delivered by Note Counsel to the Issuer simultaneously with the issuance of the Note, as such letter may be amended from time to time, as a source of guidelines for achieving compliance with the Code. The covenants of the Issuer contained in this Section 2.02(l) shall survive the termination of this Loan Agreement.

(m) Reporting Requirements. The Issuer agrees to provide along with its Audit described in Section 2.02(f) above, a certificate of the chief financial officer of the Issuer stating that the Issuer is in compliance with the terms and conditions of this Loan Agreement, or, specifying the nature of any noncompliance and the remedial action taken or proposed to be taken to cure such noncompliance.

(n) Limited Obligation. Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable only from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Issuer and no Noteholder or any other Person, including the Council or the Lender, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer. The obligations hereunder do not constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory, or charter provision or limitation, and neither the Lender, the Council, the Noteholder, nor any other Person shall have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment by the Issuer of its obligations hereunder. Except to the extent expressly set forth in this Loan Agreement, this Loan Agreement and the obligations of the Issuer hereunder shall not be construed as a limitation on the ability of the Issuer to pledge or covenant to pledge the Non-Ad Valorem Revenues or any revenues or taxes of the Issuer for other legally permissible purposes. Notwithstanding any provisions of this Loan Agreement or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Loan Agreement nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-

Ad Valorem Revenues of the Issuer, but shall be payable solely as provided in Section 2.02(a) hereof and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare, and safety of the inhabitants of the Issuer.

(o) Other Conditions. The Council, the Lender, and the Issuer mutually agree and understand that the amounts available to be budgeted and appropriated to make Loan Repayments hereunder are subject to the obligation of the Issuer to provide essential services; however, the Issuer's obligation to make Loan Repayments is cumulative and would carry over from Fiscal Year to Fiscal Year.

(p) Indemnity.

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

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

(3) An indemnified Person shall promptly notify the Issuer in writing of any claim or action brought against it, in respect of which indemnity may be

sought against the Issuer, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Issuer will promptly assume the defense thereof with its in-house counsel or, at its election, the employment of competent outside counsel reasonably satisfactory to such indemnified Person and the payment of all expenses.

(4) An indemnified Person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Issuer unless such employment has been specifically authorized by the Issuer, which such authorization shall not be unreasonably withheld, or unless such employment was occasioned by conflicts of interest between and among indemnified Persons and/or the Issuer. If the Issuer shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action, to retain outside counsel, if it so elects or if it becomes necessary due to conflict, reasonably satisfactory to the indemnified Person, the fees, costs, and expenses of counsel to such indemnified Person hereunder shall be paid by the Issuer.

(5) The provisions of this Section 2.02(q) shall survive the termination of this Loan Agreement.

(q) Insurance. The Issuer shall bear all risk or loss or damage to the Project and shall be responsible for keeping the Project insured with companies reasonably satisfactory to and for such reasonable amounts as reasonably required by the Lender. The Lender must be named as loss payee and additional insured as applicable on all such insurance policies. Evidence of such insurance must be reasonably satisfactory to the Lender. Notwithstanding the foregoing, the Issuer shall not be required to maintain insurance with respect to the Project for which insurance shall not be available at reasonable cost.

SECTION 2.03. ISSUER PAYMENTS. Prior to or on each Interest Payment Date and Principal Payment Date, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay the Loan Repayments and shall pay directly to the Lender such Loan Repayments.

ARTICLE III

THE LOAN AND THE NOTE

SECTION 3.01. ISSUANCE OF THE NOTE AND THE LOAN. The Issuer hereby agrees to borrow the sum of \$3,100,000 from the Lender. The amounts advanced to the Issuer net of the costs of the initial issuance are to be used by the Issuer for the purposes of financing the Costs of the Project.

SECTION 3.02. EVIDENCE OF LOAN. The Issuer's obligation hereunder to repay amounts advanced pursuant to Section 3.01, together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement and the Note.

SECTION 3.03. PURCHASE OF NOTE. The Lender agrees to extend credit to the Issuer by making the Loan to the Issuer and purchasing the Note to evidence such Loan at the price equal to the principal amount of the Note, which amount is hereby to be used to fund the Loan to the Issuer.

SECTION 3.04. DESCRIPTION OF THE NOTE; INTEREST RATE ON NOTE. The Note shall have the terms set forth in the form of Note attached hereto as Exhibit C. The Issuer hereby approves the form of the Note attached and agrees hereby to issue the Note to the Lender. There is hereby pledged and assigned all amounts payable by the Issuer as Loan Repayments to the Lender as security for the payment of the Note. The interest rate on the Note shall be subject to adjustment upon an Event of Default to the Default Rate and upon a Determination of Taxability to the Taxable Rate, each as defined in the Note.

SECTION 3.05. LOAN FOR PURPOSE OF FINANCING THE PROJECT. The proceeds received from the Loan as evidenced by the Note in the amount of \$3,100,000 shall be applied by the Issuer as follows:

(a) \$47,650.00, representing a portion of the proceeds of the Note shall be applied to pay costs of issuance of the Note in accordance with the Closing Memorandum; and

(b) \$3,052,350.00, representing a portion of the proceeds of the Note shall be deposited in the Project Fund and applied to pay Costs of the Project.

ARTICLE IV

LOAN TERM AND LOAN CLOSING REQUIREMENTS

SECTION 4.01. COMMENCEMENT OF LOAN TERM. The Issuer's obligations under this Loan Agreement shall commence upon Closing, unless otherwise provided in this Loan Agreement.

SECTION 4.02. TERMINATION OF LOAN TERM. The Issuer's obligations under this Loan Agreement shall terminate after payment in full of all amounts due on the Note and under this Loan Agreement; provided, however, that all covenants and all obligations provided hereunder specified to so survive (including the obligation of the Issuer to pay the rebate obligations owed on the Note, if any) shall survive the termination of this Loan Agreement and the payment in full of principal and interest hereunder. If required by the Issuer, upon termination of the Loan Term as provided above, the Lender shall deliver, or cause to be delivered, to the Issuer an acknowledgment thereof. The Lender shall return to the Issuer the cancelled Note in a reasonable amount of time after payment in full of principal of and interest on the Note. The foregoing sentence shall survive the termination of this Loan Agreement and the Loan Term.

SECTION 4.03. LOAN CLOSING SUBMISSIONS. Concurrently with the execution and delivery of this Loan Agreement, the Issuer is providing to the Lender the following documents each dated the date of such execution and delivery unless otherwise provided below:

- (a) a certified copy of the Resolution;
- (b) an opinion of the Issuer's Counsel to the effect that the Loan Agreement is a valid and binding obligation of the Issuer and opining to such other matters as may be reasonably required by Note Counsel and the Lender and acceptable to Issuer's Counsel and in substantially the form of Exhibit B attached hereto;
- (c) a certificate of the officials of the Issuer to the effect that the representations and warranties of the Issuer are true and correct;
- (d) an executed and authenticated Note;
- (e) this executed Loan Agreement;
- (f) a certificate of the Issuer, in form and substance satisfactory to Note Counsel, stating (1) the estimated dates and the amounts of projected expenditures for the Project, and (2) that it is reasonably anticipated by the Issuer that the Loan proceeds will be fully advanced therefor and expended by the Issuer prior to July 14, 2028, and

that the projected expenditures are based on the reasonable expectations of the Issuer having due regard for its capital needs and the revenues available for the repayment thereof;

(g) a standard opinion of Note Counsel (addressed for reliance by and to the Council, the Lender, and the Issuer) to the effect that: (1) the Loan Agreement and the Note are authorized and enforceable, (2) the Note is authorized under the Act and the Resolution authorizing this Loan Agreement, (3) the interest on the Note is excludable from gross income for purposes of federal income taxation; (4) the Note is exempt from registration under the Securities Act of 1933, as amended, and (5) the Loan Agreement and the Resolution are exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(h) such other certificates, documents, opinions, and information as the Council, the Lender, or Note Counsel may require.

SECTION 4.04. ADMINISTRATION FEE. In further consideration for the Council's assistance in connection with the Loan, the Issuer hereby agrees to pay the Council a one-time administration fee to be collected from the Issuer at the rate of 1/10 of 1% (0.001) of the amount of the Loan with a minimum fee of \$7,500 and a maximum fee of \$25,000 with respect to the Loan. Such administration fee is included in the costs of issuance of the Note set forth in Section 3.05(a) herein.

SECTION 4.05. ORIGINATION FEE. In further consideration for the Loan, the Issuer hereby agrees to pay the Lender an origination fee of \$3,100. [Such origination fee is included in the costs of issuance of the Note set forth in Section 3.05(a) herein.]

ARTICLE V

LOAN REPAYMENTS

SECTION 5.01. PAYMENT OF BASIC PAYMENTS. The Issuer shall pay all Basic Payments in lawful money of the United States of America to the Noteholder, as payment on the Note on the dates and in the amounts required hereunder and under the Note. No such Basic Payments shall be in an amount such that interest on the Loan is in excess of the Maximum Rate. The Basic Payments consist of the principal of and interest on the Note. The Basic Payments shall be paid by the Issuer directly to the Lender by wire transfer in accordance with written instructions delivered by the Lender to the Issuer, or by such other medium acceptable to the Issuer and to the Lender, from the appropriate accounts in the Debt Service Fund at the times such amounts are due on the Note, as set forth in the Note, and under this Loan Agreement.

SECTION 5.02. PAYMENT OF ADDITIONAL PAYMENTS. In addition to the Basic Payments which are set forth in Section 5.01 hereof, the Issuer agrees to pay in lawful money of the United States of America, on demand of the Council or the Lender, as applicable, all reasonable fees and expenses relating to this Loan Agreement, including, but not limited to, the following Additional Payments:

(a) the fees and disbursements of legal counsel utilized by the Council and the Lender in connection with the Note, the Loan, this Loan Agreement, and the enforcement thereof;

(b) extraordinary fees and expenses of the Council and the Lender following an Event of Default hereunder;

(c) all other out-of-pocket expenses of the Council and the Lender in connection with the Note, the Loan, this Loan Agreement, and the enforcement thereof, including, but not limited to, all fees and expenses related to the prepayment and defeasance of the Loan and the Note;

(d) all taxes (including any recording, documentary stamp taxes, intangible taxes, and filing fees) in connection with the execution and delivery of this Loan Agreement and/or the Note, and all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents, or collection or enforcement proceedings pursuant to the provisions hereof;

(e) any amounts owed by the Issuer to the United States of America as rebate obligations on the Note, which obligation shall survive the termination of this Loan Agreement; however, neither the Council nor the Lender will perform arbitrage rebate calculations on the Note, and the Issuer will be responsible for conducting such

arbitrage rebate calculations and paying such amounts owed directly to the United States of America; and

(f) (1) any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities, or claims (or actions in respect thereof), to which the Council may become subject under any federal or state securities laws, federal, or state tax laws, or other statutory law or at common law or otherwise, and (2) any and all fees and expenses of any inquiries or audits by any regulatory agencies, all as caused by or arising out of or based upon this Loan Agreement, the Loan, the Note, the issuance of the Note, or the use of the proceeds of the Note.

SECTION 5.03. OBLIGATIONS OF ISSUER UNCONDITIONAL. Subject in all respects to the provisions of this Loan Agreement, the obligations of the Issuer to make the Loan Repayments required hereunder and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed, or otherwise modified in any manner or to any extent whatsoever, while the Note remains outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event, or cause whatsoever. The Issuer shall pay in full the Loan Repayments and all other payments required hereunder, regardless of any rights of set-off, recoupment, abatement, or counterclaim that the Issuer might otherwise have against the Council, the Lender, or any other party or parties.

SECTION 5.04. PREPAYMENT. On October 1, 2028 and thereafter, the Note shall be subject to prepayment, in whole, or in part, at the option of the Issuer upon at least 30 days' prior written notice to the Noteholder, by paying to the Noteholder the outstanding principal amount of the Note, to be prepaid, together with the unpaid interest accrued to the date of such prepayment.

ARTICLE VI

DEFEASANCE

SECTION 6.01. DEFEASANCE OF THE LOAN AGREEMENT AND THE NOTE.

(a) This Loan Agreement shall continue to be obligatory and binding upon the Issuer in the performance of the obligations imposed by this Loan Agreement and the repayment of all sums due by the Issuer under this Loan Agreement shall continue to be secured by this Loan Agreement as provided herein until all of the indebtedness and all of the payments required to be made by the Issuer shall be fully paid to the Council and the Lender, as provided herein, including any fees and expenses in connection with such repayment, if any.

(b) If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal amount and interest on the Note and shall have paid all amounts due under the Note and this Loan Agreement, then, and in that event, the covenant regarding the Non-Ad Valorem Revenues for the benefit of the Noteholder shall be no longer in effect and all future obligations of the Issuer under this Loan Agreement shall cease; provided, however, that all covenants and all obligations provided hereunder specified to so survive (including the obligation of the Issuer to pay the rebate obligations owed on the Note) shall survive the termination of this Loan Agreement and the payment in full of principal of and interest on the Note. For purposes of the preceding sentence, in order for the Issuer to have made "provision for payment," the Issuer shall have deposited sufficient cash and/or Governmental Obligations in irrevocable trust with a banking institution or trust company, for the sole benefit of the Lender in respect to which such cash and/or Governmental Obligations, the principal and interest on which will be sufficient (as reflected in an Accountant's verification report provided to the Lender by the Issuer) to make timely payment of the principal of and interest on the Note.

(c) Prior to the defeasance of the Note becoming effective, the Noteholder shall receive a defeasance opinion of Note Counsel to the effect that the Note has been defeased in accordance with this Loan Agreement.

ARTICLE VII

ASSIGNMENT AND PAYMENT BY THIRD PARTIES

SECTION 7.01. ASSIGNMENT OF LOAN AGREEMENT.

(a) This Loan Agreement may not be assigned by the Issuer for any reason without the express prior written consent of the Lender with notice to the Council.

(b) The Note may be assigned by the Lender in accordance with the terms thereof, and such assignment shall, without further action, be deemed to assign the Lender's interest under this Loan Agreement.

SECTION 7.02. NO PARTNERSHIP, ETC. The relationship between the Lender and the Issuer are solely those of lender and borrower. Neither the Council nor the Lender has any fiduciary or other special relationship with or duty to the Issuer and none is created by the Note documents or Loan documents. Nothing contained in the Note documents or Loan documents, and no action taken or omitted pursuant to the Note documents or Loan documents, is intended or shall be construed to create any partnership, joint venture association, or special relationship between or among the Issuer, the Lender, and the Council or any of them or in any way make the Council or the Lender a co-principal with the Issuer with reference to the Note, the Loan, or otherwise. In no event shall the Council's or Lender's rights

and interests under the Note documents or Loan documents be construed to give the Council or the Lender the right to control, or to be deemed to indicate that the Council or the Lender is in control of, the business, properties, management, or operations of the Issuer.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Loan Agreement and the term "Event of Default" shall mean (except where the context clearly indicates otherwise), whenever it is used in this Loan Agreement, any one or more of the following events:

(a) failure by the Issuer to timely pay any Loan Repayment, when due, so long as the Note is outstanding;

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

(c) failure by the Issuer to observe and perform any covenant, condition, or agreement (other than a failure under Section 8.01(a)), on its part to be observed or performed under this Loan Agreement, for a period of thirty (30) days after the earlier of either: (i) the Issuer should have provided notice to the Lender pursuant to Section 8.02 or (ii) written notice of the failure is given to the Issuer (as provided in Section 9.01 of this Loan Agreement), unless the Council or the Lender, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Council or the Lender, as applicable, but cannot reasonably be cured within the applicable thirty (30) day period, the Council or the Lender will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Issuer within the applicable period and diligently pursued until the failure is corrected; such time not to exceed a total of sixty (60) days from the date of the original failure to perform any covenant, condition or agreement.

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

(e) a petition is filed against the Issuer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or

liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within sixty (60) days of such filing;

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

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

(h) default under any agreement to which the Issuer is a party evidencing, securing, or otherwise respecting any Debt if, as a result thereof, such indebtedness is in whole or in part declared due and payable prior to its stated maturity;

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

(j) final judgment for the payment of money in the amount of \$250,000 or more is rendered against the Issuer, and the payment of which would materially adversely affect the Issuer's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Issuer's ability to meet its obligations hereunder) and at any time after ninety (90) days from the entry thereof, unless otherwise provided in the final judgment, (1) such judgment shall not have been discharged, or (2) the Issuer shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and have caused the execution of or levy under such judgment, order, decree, or process of the enforcement thereof to have been stayed pending determination of such appeal, provided that such execution and levy would materially adversely affect the Issuer's ability to meet its obligations hereunder; or (3) it has not been determined by a court of competent jurisdiction from which appeal may not be taken or from which appeal has been taken but has been finally denied that the Issuer is not obligated with respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law; or

(k) Moody's Investors Service, Inc., Standard & Poor's Global Ratings, or Fitch Ratings downgrades below Baa1/BBB+/BBB+ (without regard to credit enhancement), respectively, or suspends or withdraws (i) the credit rating of any indebtedness issued by the Issuer and payable from and secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues or (ii) the Issuer's public debt credit rating.

SECTION 8.02. NOTICE OF DEFAULT. The Issuer agrees to give the Lender and the Council written notice within 10 days if any petition, assignment, appointment, or possession referred to in Section 8.01(e), 8.01(f), and 8.01(g) is filed by or against the Issuer or of the occurrence of any other event or condition which constitutes an Event of Default, or an event that would with the passage of time constitute an Event of Default, immediately upon becoming aware of the existence thereof.

SECTION 8.03. REMEDIES ON DEFAULT. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Council or the Lender shall have all remedies provided by law, and shall, in addition to any other remedies herein or by law provided, have the right, at its or their option without any further demand or notice, except as otherwise provided for in this Loan Agreement, to take whatever other action at law or in equity which may appear necessary or desirable to collect amounts then due to it and thereafter to become due hereunder or to enforce any other of its or their rights hereunder including the right of set off against and apply all funds of the Issuer held on deposit with or under the control of the Lender to the payment of any obligations of the Issuer under any of the Loan documents; provided, however, the Council shall only have the right to take such action as it deems necessary to collect amounts then due or to become due to the Council.

In the Event of Default, the rate of interest on the Note shall be the Default Rate.

SECTION 8.04. NO REMEDY EXCLUSIVE; WAIVER, NOTICE. No remedy herein conferred upon or reserved to the Council or the Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council or the Lender to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice other than such written notice as provided in this Article VIII.

SECTION 8.05. APPLICATION OF MONEYS. Any moneys collected by the Council or the Lender pursuant to Section 8.03 hereof shall be applied (a) first, to pay interest due on the Loan, (b) second, to pay principal due on the Loan, (c) third, to pay any other amounts due hereunder, including, but not limited to, any attorney's fees, costs or expenses, or

other expenses owed by the Issuer pursuant to Section 5.02(a), (b), and (c) hereof; and (d) fourth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (c) in this Section 8.05).

ARTICLE IX

MISCELLANEOUS

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

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

Lender: TD Public Finance LLC
255 Alhambra Circle
Coral Gables, Florida 33134
Attention: _____

Issuer: City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
Attention: Chief Financial Officer

with a copy to: City Attorney

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

SECTION 9.02. BINDING EFFECT. This Loan Agreement shall inure to the benefit of the Lender, the Council, and the Issuer, and shall be binding upon the Lender, the Council, and the Issuer, and their respective successors and assigns.

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

SECTION 9.04. AMENDMENTS, CHANGES, AND MODIFICATIONS. This Loan Agreement may be amended or supplemented from time to time only by a writing duly executed by the Issuer and the Lender; provided, however, any such amendment affecting the rights or obligations of the Council shall not be effective unless it shall have been consented to in writing by the Council.

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

SECTION 9.06. APPLICABLE LAW; VENUE. This Loan Agreement shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principles. Venue of any action relating to the Loan shall be in Okaloosa County, Florida.

SECTION 9.07. BENEFIT OF NOTEHOLDER. This Loan Agreement is executed in part to induce the purchase by the Lender of the Note. Accordingly, all covenants, agreements, and representations on the part of the Issuer, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the Noteholder from time to time of the Note. Any opinion of Note Counsel required to be obtained by the Issuer under the provisions of this Loan Agreement shall also be addressed to and delivered to the Lender.

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

SECTION 9.09. IMMUNITY OF OFFICERS, EMPLOYEES, AND MEMBERS OF COUNCIL AND ISSUER. No recourse shall be had for the payment of the principal of or interest hereunder or for any claim based thereon or upon any representation, obligation, covenant, or agreement in this Loan Agreement against any past, present, or future official officer, member, counsel, counsel's firm, employee, director, or agent, as such, of the Council or the Issuer, either directly or through the Council or the Issuer, or respectively, any successor public or private corporation thereto under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, counsels, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

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

SECTION 9.11. NO PECUNIARY LIABILITY OF COUNCIL. The Council shall not in any way be obligated to pay the principal of or interest on the Note, and the issuance of

the Note by the Issuer shall not directly, indirectly, or contingently obligate the Council to levy or pledge any form of ad valorem taxation for its payment.

SECTION 9.12. PAYMENTS DUE ON HOLIDAYS. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement; provided, however, that any interest due shall accrue until paid.

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

SECTION 9.14. TIME OF PAYMENT. Any Loan Repayment or other payment hereunder which is received by the Lender after 2:00 p.m. (Eastern Time) on any day shall be deemed received on the following Business Day.

SECTION 9.15. WAIVER OF JURY TRIAL. EACH OF THE COUNCIL, THE LENDER, AND THE ISSUER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS LOAN AGREEMENT. EACH OF THE COUNCIL, THE LENDER, AND THE ISSUER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER AS CLAIM, COUNTER-CLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS LOAN AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE COUNCIL, THE LENDER, AND THE ISSUER. EACH OF THE COUNCIL, THE LENDER, AND THE ISSUER ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND RECOGNIZES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR OTHER PARTIES HERETO TO ENTER INTO THIS LOAN AGREEMENT. EACH OF THE COUNCIL, THE LENDER, AND THE ISSUER REPRESENTS AND ACKNOWLEDGES THAT IT HAS REVIEWED THIS PROVISION WITH ITS LEGAL COUNSEL AND THAT IT HAS KNOWINGLY AND VOLUNTARILY WAIVED ANY JURY TRIAL RIGHTS IT MAY HAVE FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL.

9.16 NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Issuer acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) each Lender is not acting as a

municipal advisor or financial advisor to the Issuer and (iv) neither Lender has a fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) each Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer, or any other person and (ii) neither Lender has any obligation to the Issuer, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other loan documents; (c) notwithstanding anything herein to the contrary, it is the intention of the Issuer and each Lender that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to a Lender is delivered solely to evidence the repayment obligations of the Issuer under the loan document; and (d) each Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and neither Lender has any obligation to disclose any of such interests to the Issuer. To the fullest extent permitted by law, the Issuer hereby waives and releases any claims that it may have against each Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, the Issuer is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

9.17 PATRIOT ACT NOTICE. The Lender hereby notifies the Issuer that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the 'Patriot Act') it is required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Lender to identify the Issuer in accordance with the Patriot Act.

[Remainder of page intentionally left blank]

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

FLORIDA MUNICIPAL LOAN COUNCIL

(SEAL)

By: _____
Name: Isaac Salver
Title: Chairman

ATTEST:

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

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President
Senior Relationship Manager

CITY OF DANIA BEACH, FLORIDA

(SEAL)

By: _____
Name: Joyce L. Davis
Title: Mayor

ATTESTED BY:

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

APPROVED AS TO FORM AND CORRECTNESS:

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

EXHIBIT A

CITY OF DANIA BEACH, FLORIDA
USE OF LOAN PROCEEDS

<u>PROJECT</u>	<u>TOTAL AMOUNT TO BE FINANCED</u>
Acquisition of approximately 0.43 acres of land located at 400 South Federal Highway, Dania Beach, Florida, along with a 4,052 square foot historically designated structure	\$3,100,000

EXHIBIT B

OPINION OF ISSUER'S COUNSEL

[Letterhead of Counsel to Issuer]

July 14, 2025

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

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

TD Public Finance LLC
255 Alhambra Circle
Coral Gables, Florida 33134

Re: \$3,100,000 City of Dania Beach, Florida Capital Improvement Revenue Note,
 Series 2025 (the "Note")

Ladies and Gentlemen:

I am the City Attorney to the City of Dania Beach, Florida (the "Issuer"), and have been requested by the Issuer to give this opinion in connection with the Issuer's financing all or a portion of the Costs of the Project, each as defined in the Loan Agreement, dated as July 1, 2025 (the "Loan Agreement"), by and among the Florida Municipal Loan Council (the "Council"), the Issuer, and TD Public Finance LLC (the "Lender"). The Note is issued by the Issuer pursuant to Chapter 166, Part II, Florida Statutes; the Charter of the Issuer, and other applicable provisions of law, each as amended (collectively, the "Act"); and the resolution authorizing the issuance of the Note, adopted by the City Commission of the Issuer on July 8, 2025 (the "Resolution"). All terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

In rendering this opinion, we have examined such proceedings and records of the Issuer and made such inquiry of officials of the Issuer as we deem necessary. Based on such review, and such other considerations of law and fact, as we believe to be relevant, we are of the opinion that:

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

(b) On July 8, 2025, the Resolution was duly adopted by the Issuer at a duly called public meeting following proper public notice, at which a legal quorum was present and acting throughout, is in full force and effect, and has not been amended, supplemented, or repealed as of the date hereof.

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

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

(e) There is no litigation or legal or governmental action, proceeding, inquiry, or investigation pending or, to the best of our knowledge, threatened by governmental authorities or to which the Issuer is a party or of which any property of the Issuer is subject, in any court or before any governmental authority or arbitration board or tribunal that, if determined adversely to the Issuer, would individually or in the aggregate materially and adversely affect the validity or the enforceability of the Resolution, the Loan Agreement, the Note, the rights to the officers of the Issuer to their respective offices, the pledge of the Non-Ad Valorem Revenues, the excludability of

interest from federal income tax on the Note, or materially and adversely affect the properties, prospects, or condition (financial or otherwise) of the Issuer, or the existence or powers or ability of the Issuer to enter into and perform its obligations under the Resolution, the Loan Agreement, or the Note.

(f) All approvals, consents, waivers, authorizations, and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Issuer of its obligations under the Resolution, the Loan Agreement, or the Note have been obtained and are in full force and effect and the Issuer has complied with all conditions precedent to the issuance of the Note contained in the resolutions and ordinances of the Issuer, in particular the Resolution.

The addressees hereof and their successors and assigns are entitled to rely on this opinion.

Very truly yours,

By: _____

EXHIBIT C

FORM OF NOTE

ANY OWNER SHALL, PRIOR TO BECOMING AN OWNER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE NOTE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS A "QUALIFIED INSTITUTIONAL BUYER" AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

R-1

\$3,100,000

CITY OF DANIA BEACH, FLORIDA CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2025

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
4.07% (subject to adjustment as set forth herein)	October 1, 2035	July 14, 2025

KNOW ALL MEN BY THESE PRESENTS that the City of Dania Beach, Florida (the "Issuer"), for value received, hereby promises to pay from the sources hereinafter provided, to the order of TD Public Finance LLC, or its registered assigns (hereinafter, the "Owner"), the principal sum of THREE MILLION ONE HUNDRED THOUSAND DOLLARS (\$3,100,000), in the amounts and on the dates described below, together with interest on the principal balance at a fixed rate of 4.07%, subject to adjustment as set forth herein (the "Interest Rate"), payable semi-annually on each April 1 and October 1 (each, an "Interest Payment Date"), commencing October 1, 2025. Interest shall be calculated on the basis of twelve 30-day months and a 360-day year. Principal on this Note is payable pursuant to the principal installment schedule attached hereto as Schedule I.

On or before each Interest Payment Date and Principal Payment Date (each as defined in the hereinafter defined Loan Agreement), as applicable, the principal of and interest on this Note are payable in lawful money of the United States of America by wire transfer in accordance with written instructions delivered by the Owner to the Issuer, or by such other medium acceptable to the Issuer and to the Owner. The Note shall not be required to be presented for prepayment or principal installment payments.

In the event of a Determination of Taxability (as defined herein), the Interest Rate payable on this Note shall be subject to a full gross up modification, at the rate of ____5.15% (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability

was made. In addition, upon a Determination of Taxability, the Issuer agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount (as defined herein) upon demand.

"Additional Amount" shall mean (a) the difference between (1) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (2) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (b) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability.

"Determination of Taxability" shall mean a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

During the period in which an Event of Default shall have occurred and is continuing hereunder, this Note shall bear interest equal to 6.00% in excess of the Prime Rate as quoted in the Wall Street Journal (provided, however, the Prime Rate shall have a floor of 3.00%) (the "Default Rate")

Additionally, if any Loan Repayment is paid later than fifteen (15) days after the date due, such payment shall incur an additional late fee of six percent (6.0%) on the overdue payment.

The Owner shall provide to the Issuer such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Owner of the amounts payable pursuant to the Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating and determining such amounts, shall be conclusive absent manifest arithmetic error.

On October 1, 2028 and any Interest Payment Date thereafter, this Note shall be subject to prepayment, in whole, or in part, at the option of the Issuer upon at least 30 days' prior written notice to the Noteholder, by paying to the Noteholder the outstanding principal amount of this Note to be prepaid, together with the unpaid interest accrued to the date of such

prepayment. Partial prepayments shall be allocated to such principal payments in inverse order of maturity treating scheduled amortization payments as maturities.

If any date for the payment of principal hereof and interest hereon or the taking of any action hereunder shall fall on a day which is not a Business Day (as defined in the hereinafter defined Loan Agreement), the payment due or action to be taken on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

This Note is issued to finance all or a portion of the Costs of the Project under the authority of and in full compliance with Chapter 166, Part II, Florida Statutes; the Charter of the Issuer, and other applicable provisions of law, each as amended (collectively, the "Act"); the resolution authorizing the issuance of the Note, adopted by the City Commission on July 8, 2025; and pursuant to a Loan Agreement by and among the Owner, the Issuer, and the Council, dated as of July 1, 2025 (the "Loan Agreement"), to which reference should be made to ascertain those terms and conditions. All capitalized undefined terms used herein shall have the meanings ascribed to such terms in the Loan Agreement.

This Note and the interest thereon are payable from and secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues, as defined and described in the Resolution and the Loan Agreement, all in the manner provided in, and subject to the terms and conditions of the Resolution and the Loan Agreement.

THIS NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ARTICLE VII, SECTION 12 OF THE FLORIDA CONSTITUTION, BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY BUDGETED AND APPROPRIATED NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE TERMS OF THE RESOLUTION AND THE LOAN AGREEMENT. NO OWNER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY THIS NOTE, OR BE ENTITLED TO PAYMENT OF THIS NOTE FROM ANY FUNDS OF THE ISSUER EXCEPT FROM BUDGETED AND APPROPRIATED NON-AD VALOREM REVENUES AS DESCRIBED THE RESOLUTION AND THE LOAN AGREEMENT.

The transfer of this Note may be registered only upon the books kept for the registration of this Note and registration of transfer thereof upon surrender thereof to the Issuer together with an assignment duly executed by the Owner or its attorney or legal representative in the form of the assignment set forth in this Note; provided, however, that this Note may be transferred only in whole and not in part and only to (i) an affiliate of the Owner or (ii) banks, insurance companies, trusts, custodians or other financial institutions and their affiliates, that executes and delivers to the Issuer a Lender Certificate substantially in the form attached as Exhibit C to the Resolution. Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in this Note to one or more entities listed in (i) or (ii) of this

paragraph. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for this Note a new Note registered in the name of the transferee. In all cases in which this Note shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this paragraph. The Issuer may make a charge for every such registration of transfer of this Note sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the Issuer) with respect to such registration of transfer, but no other charge shall be made for registering the transfer.

Neither the members of the City Commission nor any Person executing this Note shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

The Issuer has entered into certain additional covenants with the Owner of this Note, for the terms of which reference is made to the Loan Agreement.

It is hereby certified and recited that all acts, conditions, and things required by the Act to be performed, to exist and to happen precedent to and in connection with the issuance of this Note, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Dania Beach, a Florida municipal corporation, has issued this Note and has caused the same to be signed by the Mayor and countersigned and attested to by the City Clerk and approved as to form and legal sufficiency by the City Attorney and its seal to be affixed, impressed, imprinted, lithographed, or reproduced hereon, all as of the 14th day of July, 2025.

CITY OF DANIA BEACH, FLORIDA

(SEAL)

By: _____
Name: Joyce L. Davis
Title: Mayor

ATTESTED BY:

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

APPROVED AS TO FORM AND CORRECTNESS:

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

CERTIFICATE OF AUTHENTICATION

Dated: July __, 2025

This is the Note described in the within defined Loan Agreement and this Note is hereby duly authenticated and registered.

CITY OF DANIA BEACH, FLORIDA

By: _____

Name: Elora Riera

Title: City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

_____.

[Insert Name, Address, Social Security or Other Identifying Number of Assignee]
the within note and does hereby irrevocably constitute and appoint _____ as
attorneys to register the transfer of the said note on the books kept for registration thereof with
full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be
guaranteed by a member firm of the New
York Stock Exchange or a commercial bank or
trust company.

NOTICE: The signature to this assignment
must correspond with the name of the Owner
as it appears upon the face of the within note in
every particular, without alteration or
enlargement or any change whatever and the
Social Security or other identifying number of
such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within note,
shall be construed as though they were written out in full according to applicable laws or
regulations:

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common
UNIF TRANS MIN ACT -- _____

(Cust.)

Custodian for _____
under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the list above.

SCHEDULE I
PRINCIPAL INSTALLMENT SCHEDULE

Payment Date	Principal
10/1/2026	\$257,365
10/1/2027	267,840
10/1/2028	278,741
10/1/2029	290,085
10/1/2030	301,892
10/1/2031	314,179
10/1/2032	326,966
10/1/2033	340,274
10/1/2034	354,123
10/1/2035	368,535
	\$3,100,000



City of Dania Beach Public Services Memorandum

DATE: 7/8/2025

TO: Mayor and Commissioners

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

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

SUBJECT: APPROVAL OF THE WGI, INC. (WGI) PROPOSAL FOR STRUCTURAL EVALUATION, DESIGN AND CONSTRUCTION SERVICES FOR THE DANIA BEACH PIER

Request:

The Public Services Department (PSD) requests approval for a proposal from WGI professional engineering and construction services required for the Dania Beach Pier's undercarriage structure's assessment and repair in the amount of \$211,000.

Background:

During a recent refurbishing of the entire pier's surface deck, railings, and lighting, concrete deterioration along the undercarriage concrete structure was identified. To properly address this situation, the services of an experienced engineering firm who has previously worked with PSD on the pier were sought. WGI worked with PSD to develop a comprehensive engineering and construction services proposal that will entail the following key components:

Pier, bait shop, and Quarterdeck Restaurant structural assessment above and below the water line.

Construction documents preparation for the structural repairs.

Wetland permitting (includes Broward County and Florida Department of Environmental Protection coastal construction permitting).

Bid assistance

Construction Phase Services to include meeting attendance, shop drawings, plans interpretation, specifications, RFI assistance, and field progress observations.

Contingency services for both pile repair permitting and installation of an additional structural member for pier deck board replacements.

Upon completion and review of the construction documents, PSD will work with the

Procurement Division and WGI to complete the bid process for the work.

Budgetary Impact

Funding for this proposal will be appropriated from the “Prof. Services General” Account No. 415-72-15-572-31-10 in the amount of \$211,000. Upon approval of this request, a budget transfer will be processed from the Pier Operation “Infrastructure Improvements other than Bldgs.” Account No. 415-72-15-572-63-10 into the Pier Operation “Prof. Services General” Account No. 415-72-15-572-31-10.

Recommendation

PSD recommends approval of the attached proposal from WGI, Inc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE PROFESSIONAL ENGINEERING DESIGN AND CONSTRUCTION SERVICES PROVIDED BY WGI, INC., FOR THE DANIA BEACH PIER STRUCTURAL EVALUATION, ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES IN THE AMOUNT OF TWO HUNDRED ELEVEN THOUSAND DOLLARS (\$211,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the recent completion of the Dania Beach Pier's surface deck and railing refurbishing, deterioration in sections of the concrete undercarriage was identified; and

WHEREAS, the Public Services Department (PSD) sought a proposal from WGI, Inc., an experienced structural engineering firm that has previously worked on the pier; and

WHEREAS, with input from PSD staff, WGI provided a comprehensive proposal for engineering design and construction services that will provide a thorough structural condition assessment, provide design drawings, specifications and bid documents, as well as bidding assistance and construction services; and

WHEREAS, the City has an existing Continuing Services Agreement for Professional Engineering Services through RFQ 20-005 with WGI, Inc. and finds them qualified to perform the required services; and

WHEREAS, the Public Services Department recommends approval of WGI's proposal, which proposal is attached as Exhibit "A" and incorporated into this Resolution by this reference.

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

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

Section 2. That the City Commission authorizes the proper City officials to proceed with WGI for design and construction services for the Dania Beach pier's undercarriage structure's assessment and repair.

Section 3. That funding for professional engineering and design services in the amount of Two Hundred Eleven Thousand Dollars (\$211,000) will be appropriated from the “Prof. Services General” Account No. 415-72-15-572-31-10. Upon approval of this request, a budget transfer will be processed from the Pier Operation “Infrastructure Improvements other than Bldgs.” Account No. 415-72-15-572-63-10 into the Pier Operation “Prof. Services General” Account No. 415-72-15-572-31-10.

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



December 23, 2024
June 10, 2024 Revised
June 15, 2025 Revised
June 25, 2025 Revised
June 27, 2025 Revised

Fernando Rodriguez
Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

frodriquez@daniabeachfl.gov

Re: Dania Beach Pier, Bait Shop, and Quarterdeck Restaurant Assessment and Repair

Dear Fernando,

WGI, Inc. (WGI) is pleased to provide this proposal to City of Dania Beach (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. It is agreed that WGI's services will be performed pursuant to the agreement between City of Dania Beach, Florida and WGI, Inc. dated February 11, 2021.

PROJECT UNDERSTANDING

During previous repairs to the Dania Beach Pier additional deterioration was observed on the underside of the Quarterdeck restaurant. The City of Dania Beach would like WGI to provide concrete repair and temporary shoring plans for the Quarterdeck Restaurant as well as perform a new assessment of the Pier's condition reviewing current condition of the pier and existing repairs. Assessment and repair documents will be performed for the concrete structural components of the pier, Quarterdeck, and bait shop located within figure below.

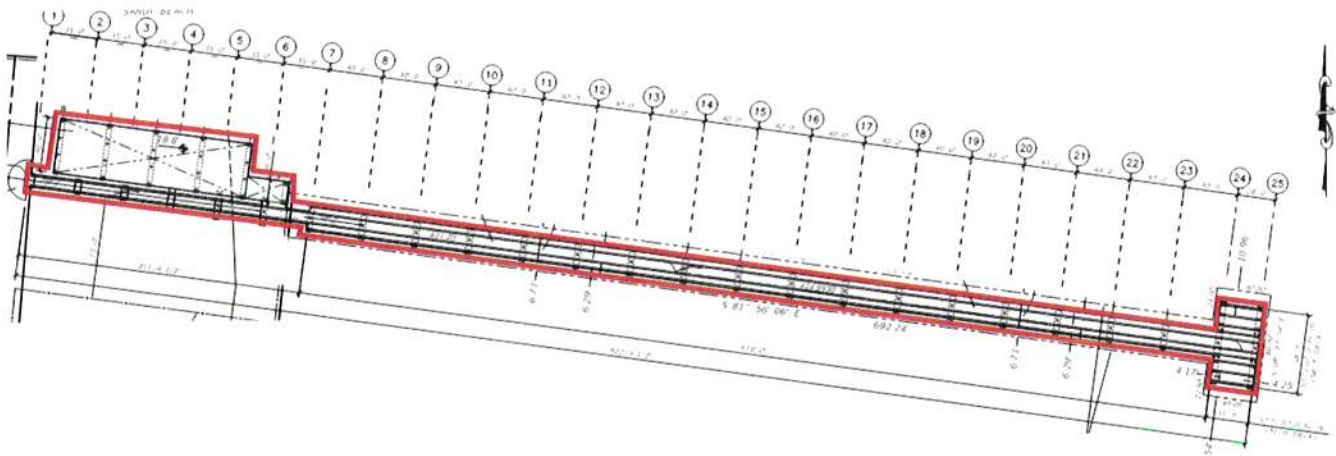


Figure 1 - Extent of Assessment Area

ENGINEERING SERVICES

I. Dania Beach Pier, Bait Shop, and Quarterdeck Assessment \$47,500.00

WGI will provide structural engineering services for the evaluation of the Dania Beach Pier and the concrete deck and piles for the Quarterdeck restaurant and bait shop. Our evaluation will consist of an assessment of the pier, bait shop, and restaurant structure and preparation of a report. Assessment to consist of visual observation of the accessible components of the pier, bait shop, and restaurant pile caps, beams, decking, railings, and piles. WGI will procure the services of Underwater Engineering Services, Inc. (UESI) to perform underwater assessments of the pier piles. UESI will utilize a four person dive team from boat over two days to provide photo documentation of all piles below the water line. UESI findings will be incorporated within WGI's assessment report. Report will consist of photo documentation of our findings; overall integrity of the pier; observed damage and/or deterioration of the piling, pile caps, decking, and railings; and recommendations for repair of the existing pier, bait shop, and restaurant structure. WGI will provide an opinion of probable construction costs of the recommended repairs and/or component replacement.

WGI will conduct a site visit to observe the existing electrical, mechanical, and plumbing exterior-mounted piping and conduits. Observation is limited to the readily accessible and viewable piping and conduits without removing covers or other intrusive investigations. Observation is limited to the pier and exterior areas of the restaurant. Assessment of systems interior to the restaurant are not included.

WGI will provide an MEP assessment report noting the existing electrical, mechanical, and plumbing exterior-mounted piping and conduit condition and recommendations to address damaged/deteriorated piping and conditions.

II. Quarterdeck Restaurant, Bait Shop, and Pier Repair Construction Documents \$47,500.00

WGI design services will consist of preparing concrete repair details and specifications for the Dania Beach Pier, Quarterdeck, and bait shop. For Quarter Deck repairs, WGI will prepare temporary shoring design plans to support construction activities being performed utilizing a platform support attached to existing piles above the beach. Design of contractor formwork and attachment to temporary platform is not included. Contractor is responsible for their means and methods.

III. Conceptual Design for Pier Deck Alteration \$5,500.00

WGI will provide a conceptual redesign of the Dania Beach Pier decking and beam configuration to utilize non-timber deck components for future deck modification. WGI will review different design options for alternate decking material and bearing configurations. Options that will be considered will consist of composite deck boards, aluminum grating and boards, fiberglass grating and boards, and plastic lumber boards. WGI will review if these deck options can be used to replace the current decking without modifications to quantity and spacing of existing concrete beams or if modifications to the quantity or spacing of concrete beams is necessary. WGI will provide an opinion of probable construction cost for the deck alteration options. This task does not include preparation of construction documents for the deck alteration.

IV. Construction Documents for Pier Deck Alteration Contingency Lump Sum \$30,000.00

Upon approval from City of Dania Beach, WGI will provide construction documents for the reconfiguration of the pier deck and beams. Prior to preparation of construction documents the City of Dania Beach is to determine option for proposed deck alteration outlined in Task III and WGI and City will define scope for deck alteration design and potential changes in construction phase services scope. Alternate deck configuration will be designed to resist the current pier design live load, with analysis completed to show that remaining pier piles, pile cap, and beams have design capacity to resist loading from new decking and beam configuration.

V. Wetland Permitting \$15,000.00

1. Identify Required Permits for Wetland Impacts: WGI will identify the governmental agencies having jurisdiction and identify the permits that will be required. The base fee assumes the following level of permitting:
 - a. FDEP Environmental Resource Permit (ERP): Exemption Verification
 - b. USACE Clean Water Act Section 10 Permit Program: Nationwide Permit 3 - Maintenance
 - c. Broward County: General License. Assumes that all pile jacket installation will occur above the Mean Low Water Line (MLWL). See
 - d. FDEP Coastal Construction Control Line (CCCL) Permit: Exemption Verification
 - e. FDEP Sovereignty Submerged Land Authorization. Prepare renewal of existing SSL lease agreement. Note that the required specific purpose survey is not part of this fee.
 - f. The level of permitting effort is based on the assumptions that no benthic resources (seagrasses or corals) will be impacted, an onsite mitigation plan will not be required, and no mangroves will be impacted.
2. Mitigation Plan: No mitigation is anticipated to be required. If mitigation is required a separate work authorization will be provided to address mitigation planning.
3. Application Package: WGI will assemble environmental application packages for submittal to the FDEP (ERP and CCCL programs), the USACE (Section 10) for the Nationwide Permit 3 – Maintenance, and a submittal to Broward County to request an Environmental Resource License.
4. The base fee and associated permitting effort assumes that at no time will a barge be used, no in-water assessments or surveys for submerged aquatic resources (e.g. corals) will be required, no impacts to coastal dune vegetation will occur as a result of construction, no mechanical dredging and/or filling will occur on the beach, no mitigation will be required, and pile jacket installation will occur above the MLWL.
5. Provision of any fees required by the regulatory agencies are the responsibility of the CLIENT.

VI. Post Design Services \$6,500.00

WGI will provide post design services consisting of preparation of signed and sealed drawings for building permits. WGI will also provide Bid support to answer bidder's questions, attend a pre-bid meeting, and provide responses to bidder Requests for Additional Information.

VII. Construction Phase Services \$50,000.00

Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to



correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as pile cap repairs or reinforcing within concrete forms to be cast. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit.

The construction services will consist of;

1. Attend preconstruction meeting and up to twelve (12) monthly progress meetings;
2. Review shop drawings, O&M manuals, test reports, and other relevant submittal data.
 - a. Shop drawings are anticipated to consist of;
 - i. Concrete mix designs;
 - ii. Steel reinforcement; and
 - iii. Shoring Plans and Calculations
3. Provide interpretation of plans and specifications. Provide responses to Contractor submitted Requests for Information;
4. Assist with review of Contractor's proposals for any changes of work;
5. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. Fee is based on an assumed twenty-four (24) site visits to observe concrete repairs and shoring installation. Level of effort shall be that required to provide certification of project completion and conformance with plans and specifications as they relate to the design elements;
6. Participate in Substantial Completion and Final Completion walk-throughs for the project. Provide CLIENT assistance in generating Punch List items for the project; and
7. Provide project certifications of the observed portions and components of the work.

VIII. Contingency Pile Repair Permitting

Contingency Lump Sum \$9,000.00

Should the scope of work require that pile jackets be installed below the MLWL, an in-water survey of those piles shall be required to identify resources (e.g. corals) present and identify potential impacts that will occur as a result of pile jacket installation. If impacts to corals are proposed under the project scope, a Broward County Environmental Resources License will be required. Additionally, if piles containing corals are proposed for jacketing, WGI will develop a mitigation plan for corals with a measured diameter greater than 5 centimeters (cm), which will have to be relocated under the ERL authorization.

- a. Application Packages: WGI will assemble and coordinate the submittal of additional information for the conversion of exemption verification requests to their respective county, state, and federal permit authorizations.

Conduct a Benthic Resources Survey of all pilings proposed for jacketing throughout the entire pier footprint (approximately 0.54 acres) using two divers and produce a report of findings. Should the physical relocation of any qualifying attached corals be required, a separate proposal will be submitted for this effort.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the pier floor plans; plumbing and utilities plans; environmental permits; geotechnical reports; and survey (with CAD file);
2. Engineering specifications and details will be included in the construction plans;
3. WGI will provide electronic copies and native CAD files for all plan submittals;
4. Additional services or modifications to the project scope will require an amendment to this contract. WGI will submit a separate proposal for those services;
5. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
6. The project will be designed and permitted under one phase;
7. Construction phase shall not exceed twelve months. If services exceed twelve months a separate proposal for those services beyond twelve months will be provided; and
8. Services not included: Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, Traffic, and Geotechnical.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. AutoCAD and PDF files of existing utilities.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule as approved by the City of Dania Beach under our Annual Structural Services Agreement in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL FEE

WGI proposes to complete the work identified above for a total fee of \$172,000.00 with an additional contingent permitting fee of \$9,000.00 for any repair work that may be required below the mean low water line and a contingent engineering fee of \$30,000.00 for preparing construction documents for pier decking replacement.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to City of Dania Beach. Upon acceptance of this proposal, please issue an additional service task order.

Respectfully submitted,
WGI, Inc.



Jeffrey Bergmann, PE
Director, Specialty Structures



Christopher B. LaForte, PE
Senior Project Manager



City of Dania Beach Public Services Memorandum

DATE: 7/8/2025

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO ENTER TO AN AGREEMENT WITH U.S. WATER SERVICE CORPORATION DBA ROCHA CONTROLS CORPORATION FOR “CALIBRATIONS AND REPAIRS OF FLOW METERS AND RELATED DEVICES”

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to enter into an agreement with U.S. Service Corporation DBA Rocha Controls Corporation (RCC) for “Calibrations and Repairs of Flow Meters and Related Devices” and to authorize exceeding the single vendor annual expenditure of \$50,000 for the term of the contract period.

Background:

On June 24, 2025 the City Commission awarded Invitation to Bid (ITB) No. 25-013 “Calibrations and Repairs of Flow Meters and Related Devices” to U.S. Water Services Corporation DBA Rocha Controls via Resolution 2025-093. This important service is required year-round by the water treatment plant, and includes flow meter calibrations, repairs for electronic controls for gravity filters, wiring high service pumps, lime softening feed systems, lift station panels and more. At this time PSD will need to work with the City’s procurement staff and RCC to enter into an agreement for these services.

Budgetary Impact

The projected cost for the coming year is \$75,000. Funding for this contract will be appropriated from the Water Plant “Repair & Maint. Services Equipment” Account No. 401-33-03-533-46-10 in the amount \$50,000, and the Sewer “Repair & Maint. Services Utilities” Account No. 402-35-02-535-46-70, in the amount of \$25,000.

Recommendation

PSD recommends approval to enter into an agreement with U.S. Water Services Corporation DBA Rocha Controls for “Calibrations and Repairs of Flow Meters and Related Devices” and to authorize exceeding the annual single-vendor \$50,000 expenditure threshold.

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH 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 20, 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.
- 2) Universal Controls Instrument Services; and

WHEREAS, on June 24, 2025, the City Commission adopted Resolution No. 2025-093, authorizing the award of ITB No. 25-013 to U.S. Water Services Corporation DBA Rocha Controls;

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 an agreement, which Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference, 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 _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2025, between the CITY of Dania Beach, Florida, a Florida municipal corporation, (the "CITY") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and U.S. Water Services Corporation D/B/A Rocha Controls, ("Contractor") a Florida Corporation with a mailing address 5025 W Rio Vista Avenue, Tampa, Florida 33634, for services related to Invitation to Bid ("ITB") No. 25-013, entitled, "Calibrations and Repairs of Flow Meters and Related Devices".

W I T N E S S E T H:

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **April 29, 2025**, the CITY advertised its notice to bidders of the CITY's desire to hire a CONTRACTOR to provide calibration and service of all types and models of flow meters as more particularly described ITB No. 25-013 "Calibrations and Repairs of Flow Meters and Related Devices" 25-013, attached hereto and incorporated as **Exhibit "A"**

1.2 On **May 20, 2025**, the bids were opened at Dania Beach CITY Hall, 100 Dania Beach Boulevard, Northwest Conference Room.

1.3 On **June 24, 2025**, the CITY awarded the bid to Contractor and authorized CITY officials to execute a contract consistent with the terms and conditions set forth herein.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 Contractor hereby agrees to provide the services which include but are not limited to repair, modification, maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the CITY's Water Treatment Plant, Well Fields and Field Operation's distribution and wastewater transmission systems. All these functions are crucial components to ensure operations for both the water plant and distribution lift stations. The

scope of services as more particularly described in **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 Contractor hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.4 Contractor assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practices. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises the Contractor thereof in writing, Contractor shall re-perform such deficient services without charge to the CITY.

2.5 Contractor shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3 **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for two (2) years, commencing on the date the Agreement is signed by all parties. This Agreement may be renewed for up to three (3) additional one (1) year terms, subject to the written consent and agreement between the Parties.

3.2 Termination of Agreement for Convenience. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for any reason or no reason at all by giving the Contractor notice by certified mail, return receipt requested, directed to the principal office of the Contractor, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Contractor shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by CITY after conferring with Contractor.

3.3 Termination of Agreement for Cause. If CITY elects to terminate the Agreement for cause, CITY will provide Contractor with twenty (20) days' advance written notice to the Contractor. If Contractor promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the CITY will pay Contractor for work completed less any costs, expenses and damages incurred by CITY as a result

of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

Payment for Services. CITY agrees to pay Contractor a fee or fees as determined based upon the scope of work identified by the CITY to provide services related to the specified project. There will be a not-to-exceed amount of Seventy-Five Thousand Dollars (\$75,000.00) per year for the term of this Agreement. No travel and meal costs will be reimbursable. Prior to seeking any services outside of Contractor's scope and pricing as identified in Exhibits "A" and "B", as "Costs not included with proposal", Contractor shall adhere to the foregoing:

4.1. Any necessary additional work, as determined by CITY, which is not covered by the scope of service, shall not be undertaken without a written amendment to authorize the Work Order executed by both parties in advance of any new or additional work.

4.2. Contractor shall submit its invoices in the format and with supporting documentation as may be required by the CITY.

4.3. The CITY shall pay Contractor monthly for services rendered within thirty (30) calendar days from date of approval of each of Contractor's invoices by the CITY Manager. If any errors or omissions are discovered in any invoice, CITY will inform the Contractor and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, CITY agrees to pay all undisputed portions, and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid as prescribed above will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

The Contractor shall, in addition to any other obligation, indemnify the CITY and to the fullest extent permitted by law, indemnify and hold harmless the CITY, including its elected officials, and employees from and against claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

6.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged negligent act, error or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

6.2 violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its subcontractors in the performance of the work;

6.3 liens, claims, actions made by the Contractor or its subcontractors or other party performing the work;

6.4 claims related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the CITY.

6.5 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until the Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the CITY. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work 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, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

7.2 Insurance Requirements: Coverages shall be in force until all Work 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 Contractor 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 CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK 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 BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

7.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the CITY reviews and approves in writing the insurance limits on each of the policies. The CITY must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

7.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

7.5 SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the CITY;
- g. 30 Days’ Notice of Cancellation or modification to CITY (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

7.6 **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

7.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

7.8 **IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:**

- A) **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

7.9 **SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :**

- A) 30 Days' Notice of Cancellation or Modification to CITY (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

7.10 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

7.11 **SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**

- a) "The City of Dania Beach" is added as a named "Additional Insured";
- b) 30 Days' Notice of Cancellation or modification to CITY (if not available on the insurance policies, then Contractor has responsibility for notification); and
- c) Waiver of Subrogation.

7.12 **Proof of Insurance:** The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

7.12.1 "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 Intent to Award", then the CITY has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

7.12.2 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. 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 Contractor 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.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's Funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the CITY and the CITY will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

GOVERNING LAW, VENUE, FEES

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

9.2 All claims, counterclaims, disputes and other matters in question between CITY and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

9.3 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

9.4 Operations During Dispute. In the event that a dispute, if any, arises between the CITY and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the CITY.

ARTICLE 10

PUBLIC RECORDS

10.1 Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The CITY shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the CITY. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

10.2 Upon request from the CITY custodian of public records, Contractor shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY.

10.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

10.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	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

**ARTICLE 11
NOTICES**

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

CITY: Ana M. Garcia, ICMA-CM, CITY Manager
CITY of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis, CITY Attorney
CITY of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Frank Kalan, Vice President
Rocha Controls, a U.S. Water Services Company
5025 W Rio Vista Avenue
Tampa, Florida 33634

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 13
E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- (ii) All persons (including sub vendors/consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Dania Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Dania Beach; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14

SOVEREIGN IMMUNITY

14.1 Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the CITY other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the CITY, unless the claim is based upon a breach by the CITY of this Agreement. Further, the Contractor recognizes the CITY is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the CITY's exercise of that regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;

b. Claims based upon negligence or any tort arising out of this Agreement;

c. Claims upon alleged acts or inaction by the CITY, its commissioners, attorneys, administrators, Consultants, agents, or any Contractor employee; and

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the Contractor and the CITY.

ARTICLE 15

MISCELLANEOUS

15.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use Contractor's work product for its intended purposes.

15.2 **Records.** The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that Contractor, 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.

15.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.4 **No Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.9 **Severability.** If any provision of this Agreement or application thereof 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 thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

15.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

15.13 **Safety.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

The Contractor certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

15.14 **Warranty.** The Contractor shall warrant to the CITY that materials and equipment furnished under the agreement will be of good quality and new and all work will be free from defects, and that the work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient CITY maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the CITY's name and for its sole benefit.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2025

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
U.S. Water Services Corporation DBA
Rocha Controls

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 20__, by _____,
as _____ of _____, a Florida _____.
He/She is personally known to me or has produced _____
as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida

CITY OF DANIA BEACH, FLORIDA



Calibrations and Repairs of Flow Meters and Related Devices

CITY INVITATION TO BID (“ITB”) NO. 25-013

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

Tuesday, April 29, 2025

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1. NOTICE TO BIDDERS

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR

"Calibrations and Repairs of Flow Meters and Related Devices"

25-013

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its "**Calibrations and Repairs of Flow Meters and Related Devices, 25-013**".

Bids will be accepted on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl> until Tuesday, May 20, 2025, at 10:00 am. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from

<https://procurement.opengov.com/portal/daniabeachfl/projects/152866>.

Bids must be submitted electronically on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl>, the City's designated electronic bidding system.

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid (“ITB”) No. 25-013**

CITY OF DANIA BEACH, FLORIDA
Published on: Tuesday, April 29, 2025

2. GENERAL TERMS & CONDITIONS

2.1 NO BIDS OR PROPOSALS

If a Bidder or Offeror does not intend to bid or submit a proposal, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason.

2.2 CAUSES FOR REJECTION OF A BID OR PROPOSAL

- A. No bid or proposal will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid or proposal, and the Bidder or Offeror by signing the bid or proposal shall be deemed to have verified that no errors appear in the bid or proposal as submitted. Any alterations, erasures, interlineations or failures of a bid or proposal to contain all items called for in the solicitation may result in rejection of the bid or proposal.
- B. If any Bidder or Offeror violates any provision in the solicitation, such Bidder or Offeror may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid or proposal was submitted, and the Bidder or Offeror may be further disqualified from bidding or submitting proposals on any future bids or proposals for work, for goods, or for services for the City.

2.3 GENERAL CONDITIONS

- A. **Purpose:** The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work.
- B. **Documentation:** Bidder shall submit in its bid the following:
 - 1. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations.
 - 2. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
 - 3. A complete Bidder's Questionnaire: it is made a part of and is incorporated into the ITB by this reference.
- C. **Bidder Expenses:** Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

**Calibrations and Repairs of Flow Meters and Related Devices
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- D. **No Contract:** By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.
- E. **Conflict of Interest:** Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.
- F. **General Conditions:** The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

2.4 SPECIAL CONDITIONS

- A. Any and all Special Conditions contained in the solicitation that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- B. The solicitation, Bidder Submissions, Specifications, Attachments, Addendum or Addenda, the legal advertisement of the solicitation and any other pertinent documents form a part of the solicitation, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the solicitation and the awarded agreement.

2.5 PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder or Offeror. A copy of the Sworn Statement on Public Entities Crimes can be found in the attachments; a copy is made a part of and is incorporated into the solicitation by this reference.

2.6 PRICES, TERMS ARE TO BE FIRM

- A. The Bidder or Offeror warrants by virtue of its Bid or proposal that the prices, terms and conditions contained in the solicitation shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the solicitation opening.
- B. The bid or proposal prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as

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all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup.

- C. The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City’s sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

2.7 PROTECTION OF PROPERTY

- A. The successful Bidder or Offeror shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City’s representative in charge of the Project. The successful Bidder or Offeror shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.
- B. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

2.8 TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

2.9 INSTRUCTIONS TO BIDDERS

Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

2.10 RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder or Offeror shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

2.11 NON-COLLUSION STATEMENT

By submitting a bid or proposal, the Bidder or Offeror affirms that the bid or proposal is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid or proposal is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder or Offeror; a copy of the form can be found in the Bidders Submissions; it is made a part of and is incorporated into the solicitation by this reference.

2.12 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder or Offeror is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder or Offeror must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the solicitation, for questions of a material nature, at least ten (10) calendar days prior to the solicitation opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder or Offeror.

2.13 PUBLIC RECORDS

- A. **Bid or Proposal Submissions Shall Become City Property:** All submissions become the property of the City and will not be returned to the Bidder or Offeror. The City will hold all submissions in confidence unless otherwise required by law.
- B. **Contractor’s Obligations:** Bidders or Offerors should be aware the City is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:
 - 1. **Documents to Be City Property:** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.
 - 2. **Maintenance of Records:** Bidder or Offeror agrees to keep and maintain public records in Bidder’s or Offeror’s possession or control in connection with Bidder’s or Offeror’s performance under the contract. Bidder or Offeror additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder or Offeror shall 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 contract, and following completion of the contract until the records are transferred to the City.
 - 3. **Response to Public Records Requests:** Upon request from the City custodian of public records, Bidder or Offeror shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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4. **Delivery of Records:** Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder or Offeror shall be delivered by the Bidder or Offeror to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder or Offeror shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder or Offeror shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Any compensation due to Bidder or Offeror shall be withheld until all records are received as provided in this solicitation.
5. **Failure to Comply:** Bidder's or Offeror's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

C. **Florida Public Records Law:** Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER OR OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S OR OFFEROR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER OR OFFEROR MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Elora Riera, City Clerk

Mailing Address: 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004

Telephone number: 954-924-6800, Ext. 3623

Email: eriera@daniabeachfl.gov

2.14 SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

2.15 QUALIFICATION OF BIDDERS OR OFFERORS

- A. **Bidders' or Offeror's Qualifications:** The Bidder or Offeror shall complete the Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder or Offeror to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder or Offeror to be non-responsible.
- B. **Certified Financial Statement:** If requested by the Owner, the Bidder or Offeror shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- C. **Disqualification:** A Bidder or Offeror shall be disqualified and its unopened Bid or Proposal shall be rejected by the City for any one or more of the following reasons:

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1. Reason to believe that collusion exists among the Bidders or Offerors.
2. The Bidder or Offeror is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
3. The Bidder or Offeror has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
4. The submittal of more than one Bid or Proposal from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
5. Untimely bids or proposal shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid or proposal receipt documented by the City Clerk's office shall determine the timeliness of the Bid or Proposal.

- D. Non-responsible Bidder or Offeror :** A Bidder or Offeror may be determined by the Owner to be "non-responsible" once Bids or Proposals are opened, and a Bid or Proposal may be rejected for any one or more of (but not limited to) the following reasons:

Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.

The Bidder's or Offeror's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.

The appearance of an unbalanced Bid or Proposal, as determined by the Owner.

If the Bidder or Offeror makes one or more false statements or provides false information in connection with any portion of the bidding documents.

If the Bidder or Offeror fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

- E. Non-responsive Bidder or Offeror :** A Bidder or Offeror may be deemed to be non-responsive and a Bid or Proposal may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder or Offeror fails to submit a complete Bid or Proposal, including but not limited to, submitting evidence of all insurance coverages required by the Bid or Proposal and the Contract Documents.
2. If the Bidder or Offeror fails in any way to abide by any of the provisions of the Contract Documents.

2.16 CONTRACTOR'S RELATION TO THE CITY - INDEPENDENT CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

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2.17 EMPLOYEES OF THE CONTRACTOR

- A. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the solicitation. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.
- B. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

2.18 AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

2.19 LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- A. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- B. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- C. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- D. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

2.20 TERMINATION OF AGREEMENT

If the successful Bidder or Offeror who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the solicitation without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

2.21 TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. 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. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

2.22 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

- A. The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:
1. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
 2. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
 3. liens, claims, actions made by the Contractor or other party performing the work; and
 4. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

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B. Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

1. To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

2.23 INSURANCE REQUIREMENTS

- A. Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work 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, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
- B. Insurance Requirements:** Coverages shall be in force until all Work 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 Contractor 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 CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK 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 SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
- C. Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or

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omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

- D. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.
- E. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. Annual Aggregate shall apply "Per Job";
 2. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
 4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 5. Contractor's insurance shall be primary and non-contributory;
 6. Waiver of Subrogation in favor of the City;
 7. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- F. **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.
- G. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.
- H. **IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:**

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- 1. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
 - 2. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**
- I. SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 2. Waiver of Subrogation.
- J. AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.
- K. SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. "The City of Dania Beach" is added as a named "Additional Insured";
 2. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 3. Waiver of Subrogation.
- L. Proof of Insurance:** The following are requirements that must be met regarding the Bidder's or Offeror's delivery of Certificates of Insurance for all coverages required in the Agreement and Solicitation Documents:
1. "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid or Proposal at submittal on the date and time of the Bid or Proposal opening. If the "preliminary" certificates are not included with a Bid or Proposal submittal, then the City has the right to consider the submitted Bid or Proposal as non-responsive on the date and time of the Bid or Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does 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.
 2. "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 Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder or Offeror as void and to negotiate a

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contract with the next lowest responsive and responsible Bidder or Offeror. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

3. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. 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 Contractor 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.

2.24 SAFETY

- A. The successful Bidder or Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder or Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.
- B. Bidder or Offeror, by submitting a bid or proposal, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

2.25 WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers’ product warranties shall be registered in the City’s name and for its sole benefit.

2.26 RESPONSIBLE BIDDER OR OFFEROR

No bid or proposal will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

2.27 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders or Offerors 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 Bidder's or Offeror's social, political, or ideological interests when determining if the Bidder or Offeror is a responsible Bidder or Offeror. Bidders or Offerors are further notified that the City's governing body may not give preference to a Bidder or Offeror based on the Bidder's or Offeror's social, political, or ideological interests.

2.28 CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder or Offeror, and determine to its satisfaction the competency of the Bidder or Offeror to undertake the requested services in the solicitation.

2.29 SOLICITATION PROTEST PROCEDURE

- A. After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder or Offeror claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.
- B. A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.
- C. The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.
- D. In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

2.30 LITIGATION

- A. In addition to any other provision of this solicitation, the City may, in its absolute discretion, reject a Bid or Proposal if the Bidder or Offeror, or any officer or director of the Bidder or Offeror submitting the Bid or Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.
- B. In determining whether or not to reject a Bid or Proposal under this section, the City will consider whether the litigation is likely to affect the Bidder's or Offeror's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder or Offeror indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder or Offeror.
- C. A contract with the successful Bidder or Offeror will include the following:
GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**
- D. All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

2.31 CONTRACT AWARD AND EXECUTION

- A. **Bid or Proposal Opening and Evaluation:** The City will publicly open and announce all bids or proposals it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders or offerors have properly submitted and executed all required solicitation documents and forms; review all bids or proposals for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids or proposals to the engineer's estimate; evaluate unbalanced bid or proposal items; confirm the bid tabulations; and provide a recommendation for award of bid or proposal or recommendation for re-advertisement, if appropriate, to the City Commission.
- B. **Rejection of Bids or Proposals:** The City may reject bids or proposals in the following circumstances:

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1. where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
2. where obvious unbalancing of unit prices has occurred, or
3. where competition is considered to be inadequate relative to the size, type, and location of the project.

C. Prohibition of Negotiations with Contractors or Bidders or Offerors: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

D. Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed. The initial contract period shall be for two (2) years. In addition, contingent upon budget approval, the City reserves the right to renew the contract for three (3) additional one (1) year periods, under the same terms, conditions, and specifications by written notification by the City to the contractor.

The city is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

2.32 CONE OF SILENCE

A. Cone of Silence: Definitions: “Cone of Silence,” as used in this solicitation, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

1. a potential vendor, service provider, Bidder or Offeror, bidder, lobbyist, or consultant, and;
2. a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this solicitation upon the advertisement of the solicitation. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation

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back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

1. Oral communications at pre-bid or pre-proposal conferences;
2. Oral presentations before the Selection Committee;
3. Public presentations made to the City Commission members during any duly noticed public meeting;
4. Communications in writing at any time with any City employee, unless specifically prohibited by the solicitation. The Bidder or Offeror shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
5. Communications regarding the solicitation between a potential vendor, service provider, Bidder or Offeror, lobbyist or consultant and the City’s Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the City Attorney and his staff;
7. Duly noticed site visits to determine the competency of a Bidder or Offeror regarding the solicitation during the time period between the opening of Bids or Proposals and the time the City Manager makes a written recommendation;
8. Any emergency procurement of goods or services pursuant to City Code;
9. Responses to the City’s request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder or Offeror, lobbyist, or consultant and any member of the City’s professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder or Offeror shall render any solicitation award or contract to the Bidder or Offeror voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this solicitation, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning “Cone of Silence” compliance.

3. SPECIAL CONDITIONS

3.1 INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

- A. All questions requiring interpretation or clarification of the bidding documents shall be submitted to the project's Q&A in the portal **by NO VALUE at NO VALUE**. Questions received after this time will not be addressed.
- B. For information pertaining to this ITB, Bidders shall submit questions to the portal. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.
- C. Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.
- D. The Bidder, prior to submitting a bid, shall acknowledge any Addendum or Addenda issued by the City for this Project.
- E. Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.
- F. **Bidders shall use the Bid Document Forms furnished in the ITB.**
- G. In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.
- H. **Insurance Coverage:** Bidders who are responding to the Invitation to Bid ("ITB") **MUST** comply with all of the Insurance Requirements specified in the General Terms and Conditions of the Bid Documents and the Agreement upon award to the successful Bidder.

3.2 BID SECURITY

- A. **Bid Security:** Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of 5% of the proposed pricing as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.
- B. Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see attachments) issued by a surety meeting the qualifications stated in these Instructions to Bidders. Cashier's checks must be received by the Procurement Division before the bid submission deadline at the address noted on the title page. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

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- C. Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

3.3 QUALIFICATION OF BIDDERS

- A. **Bidders' Qualifications:** The Bidder shall complete the Bidders' Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.
- B. **Certified Financial Statement:** If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- C. **Disqualification:** A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:
1. Reason to believe that collusion exists among the Bidders.
 2. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
 3. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
 4. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
 5. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.
- D. **Non-responsible Bidder:** A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons: Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work. The appearance of an unbalanced Bid, as determined by the Owner. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid ("ITB") No. 25-013**

If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

E. **Non-responsive Bidder:** A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
2. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

3.4 BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

4. SCOPE OF WORK

4.1 SCOPE

- A. The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as **“Calibrations and Repairs of Flow Meters and Related Devices”**. Services required include repair, modification, maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the City’s Water Treatment Plant, Well Fields and Field Operation’s distribution and wastewater transmission systems.
- B. By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.
- C. It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.
- D. Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.
- E. **Applicants should include the following items in the submitted Bid:**
 - 1. Letter of Transmittal.
 - 2. Anticipated timeline to begin delivery of services.
 - 3. A breakdown of the costs for the delivery of services described above.
 - 4. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
 - 5. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City’s representative or designee who is in charge of the Project.
 - 6. A list of five (5) similar projects performed in South Florida (see the BIDDER SUBMISSIONS) and it includes the following information:
 - a. Name of each entity for which the work was performed.
 - b. Brief description of the scope of work.
 - c. Amount of initial contract award; and

Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid ("ITB") No. 25-013

- d. Name of contact person and contact information with the entity who can knowledgeably discuss your company's performance.
7. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
8. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor's qualifications.
9. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.
10. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

4.2 Important Instructions for Electronic Submittals

The City of Dania Beach is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic bid.

4.3 Scope of Work or Project Details

- A. Contractor will complete additional calibration services as requested by Public Services Department staff.
- B. Response Time: Normal service request events must not exceed twenty-four (24) hours from the time of notification. Emergency service request events must not exceed two (2) hours from time of notification.
- C. Contractor will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under the resulting agreement/contract. Contractor will be required to report to the specified City contact person prior to performing any work required by the scope of services.
- D. Whenever possible, Contractor shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available,
- E. Contractor shall provide parts and materials, which will be of first-rate quality.

Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid ("ITB") No. 25-013

- F. The Contractor shall maintain a reasonable stock of parts and materials available on a twenty-four (24) hour basis sufficient to satisfy the anticipated demands of this agreement/contract.
- G. All parts removed from service will be returned to the City's authorized staff. Contractor will be responsible for the disposal of any non-repairable parts.
- H. Contractor shall provide all labor, and tools necessary to perform calibration and instrumentation repair or/and replacement services by Contractor or Contractor sub-contractor, as approved by the City.
- I. To prevent injury to City staff, all equipment and tools, used by Contractor or sub-contractor, must be properly put away when Contractor is not present. Any debris created as a result of the maintenance/repair service/replacement shall be removed by Contractor at the end of each business day.
- J. If repairs are no longer viable nor cost effective, replacement and installation can be provided at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, cost, estimated shipping, any warranty information and estimated time for delivery.

Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid (“ITB”) No. 25-013

5. BID FORM

Line Item	Description	Position	Quantity	Unit of Measure	Unit Cost	Total
1	Cost per hour for work completed during regular work times, M-F	Lead Technician	1	Each		
2	Cost per hour for work completed during all other times other than above	Lead Technician	1	Each		
3	Cost per hour for work completed during regular work times, M-F,	Technician 2	1	Each		
4	Cost per hour for work completed during all other times other than above	Technician 2	1	Each		
Additional Cost						
5	Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 - \$4,400.00)	Parts Mark-up	1	Each		

6. BIDDER SUBMISSIONS

1 BIDDER QUALIFICATIONS

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

1.1 Authorized representative contact information?*

Please include the name, title, phone and email of the authorized representative

***Response required**

1.2 Entity type?*

☐ Corporation

☐ Partnership

☐ Individual

☐ Other (specify below)

***Response required**

1.3 If you selected other please specify:

1.4 If you selected corporation please enter date of incorporation and state in which incorporated:

1.5 If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State

☐ Please confirm

1.6 Please include the name and title of Principal Officers and the date they were elected:*

***Response required**

1.7 How many years has your organization been in business?*

Enter years

***Response required**

1.8 The length of time (continuous) in business in Florida:*

Enter years

***Response required**

1.9 Please upload a copy of a county or municipal Business Tax Receipt*

***Response required**

1.10 Please upload the Resumes of key personnel who will be assigned to Project Work and a description of the role of each person within the company*

***Response required**

1.11 Have you ever failed to complete any work awarded to you?*

☐ Yes

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid ("ITB") No. 25-013**

☐ No

*Response required

When equals "Yes"

1.11.1 If yes, please explain below*

*Response required

1.12 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.12.1 If yes, please explain below*

*Response required

1.13 Within the last five years, have you ever had a performance, payment or bid bond called?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.13.1 If yes, please explain below*

*Response required

1.14 Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.14.1 If yes, please explain below*

*Response required

1.15 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?*

☐ Yes

☐ No

*Response required

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid ("ITB") No. 25-013**

When equals "Yes"

1.15.1 If yes, please explain below*

*Response required

1.16 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.16.1 If yes, please explain below*

*Response required

1.17 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.17.1 If yes, please explain below*

*Response required

1.18 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.18.1 If yes, please explain below*

*Response required

1.19 Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?*

☐ Yes

☐ No

*Response required

When equals "Yes"

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid ("ITB") No. 25-013**

1.19.1 If yes, please explain below*

*Response required

1.20 Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.20.1 If yes, please explain below*

*Response required

1.21 Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.21.1 If yes, please explain below*

*Response required

1.22 Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.22.1 If yes, please explain below*

*Response required

2 Commercial/Government References

Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years

2.1 Reference 1*

Please include:

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid (“ITB”) No. 25-013**

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.2 Reference 2*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.3 Reference 3*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.4 Reference 4*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid ("ITB") No. 25-013**

2.5 Reference 5*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

3 BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

3.1 List below all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.*

*Response required

3.2 Have you personally completed a plan for performance of the work?*

*Response required

3.3 Have you ever failed to complete work awarded to you?*

☐ Yes

☐ No

*Response required

When equals "Yes"

3.3.1 If so, when, where and why?*

*Response required

3.4 What equipment do you own that is available for work?

3.5 Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity?*

*Response required

3.6 How many employees (Contractors only) will be assigned to perform the services?*

*Response required

3.7 How many supervisors will be assigned to perform the services?*

*Response required

3.8 Will personnel be part of a regular crew assigned to perform the services? *

☐ Yes

☐ No

*Response required

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid ("ITB") No. 25-013**

3.9 Will you be able to provide service for emergency situations? *

☐ Yes

☐ No

*Response required

When equals "Yes"

3.9.1 If so, how much notice is required?*

*Response required

3.10 What equipment do you own that is available to complete the Project?*

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS AND SHIELDS
INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

*Response required

3.11 Please attach copies of any licenses, awards, certificates, etc., that you may have.

4 REQUIRED FORMS

4.1 DRUG-FREE WORKPLACE CERTIFICATION*

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- D. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

**Calibrations and Repairs of Flow Meters and Related Devices
Invitation To Bid (“ITB”) No. 25-013**

By confirming I certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in letters (A) through (F) above.

☐ Please confirm

*Response required

4.2 Affidavit of Compliance with Anti-Human Trafficking Laws*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Anti-Human Trafficking Exhi...](#)

*Response required

4.3 Sworn Statement Under 287.133 3A Florida Statutes Public Entity Crimes*

Please download the below documents, complete, and upload.

- [EXHIBIT “B” City of Dania B...](#)

*Response required

4.4 Non-Collusion Affidavit*

Please download the below documents, complete, and upload.

- [EXHIBIT “C” - Non Collusion...](#)

*Response required

4.5 Independence Affidavit*

Please download the below documents, complete, and upload.

CITY OF DANIA BEACH, FLORIDA



Calibrations and Repairs of Flow Meter and Related Devices

CITY INVITATION TO BID (“ITB.”) NO. 25-013 Addendum 1

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

May 15, 2025

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“Calibrations and Repairs of Flow Meter and Related Devices
ITB 25-013**

Addendum 1

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. Please note that the previous contractual agreement has been added to the OpenGov attachment section in response to Question 4

PRICE TABLES

Line Item	Description	Position	Quantity	Unit of Measure	Unit Cost
1	Cost per hour for work completed during regular work times, M-F	Lead Technician	1	Each	\$165.00
2	Cost per hour for work completed during all other times other than above	Lead Technician	1	Each	\$245.00
3	Cost per hour for work completed during regular work times, M-F,	Technician 2	1	Each	\$165.00
4	Cost per hour for work completed during all other times other than above	Technician 2	1	Each	\$245.00
Additional Cost					
5	Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 - \$4,400.00)	Parts Mark-up	1	Each	\$1.20



City of Dania Beach Public Services Memorandum

DATE: 7/8/2025

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 EXECUTE AN AGREEMENT WITH RIC-MAN INC. FOR THE SE DRAINAGE RETROFIT PROJECT PHASE II

Request:

The Public Services Department (PSD) requests City Commission approval to authorize the execution of a construction agreement with Ric-Man Inc. for the SE Drainage Retrofit Project - Phase II.

Background:

On April 4, 2025, the City issued Invitation to Bid ITB-2025-012 for the SE Drainage Retrofit Project Phase II. On May 9, 2025, three bids were received:

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

After reviewing the bids and references, Ric-Man Inc. was identified as the lowest responsive and responsible bidder.

The City Commission previously authorized the necessary expenditure exceeding \$1,000,000.00 during the second reading held on June 10, 2025. In addition, the City Commission authorized the award of ITB-2025-012 to Ric-Man Construction Florida, Inc. on June 10th with Resolution No. 2025-084. As the next step, approval is required to formally execute the agreement with the selected contractor.

Budgetary Impact

The SE Drainage Retrofit Project Phase II will not exceed an amount of \$19,754,494.51, which includes a 10% contingency in the amount of \$1,795,044.96. Funding will be appropriated from the Stormwater Account Number 303-38-14-538-63-10 in the amount not to exceed \$19,754,494.51

Recommendation

It is recommended that the City Commission authorize the City Manager to execute the agreement with Ric-Man Inc. in the amount of \$19,754,494.51 for the SE Drainage Retrofit Project Phase II.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RIC-MAN INC. FOR THE SOUTHEAST DRAINAGE RETROFIT PROJECT PHASE II, 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 INCLUDES A TEN PERCENT (10%) CONTINGENCY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Public Services Department issued ITB No. 2025-012 for construction of the Project on April 4, 2025, and received three responses below on May 9, 2025:

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

WHEREAS, Ric-Man Inc. was determined to be the lowest responsive and responsible bidder, and

WHEREAS, the City Commission passed Resolution 2024-084 authorizing the award of ITB No. 2025-012 to Ric-man Construction Florida, Inc. in the amount of \$19,754,494.51, which includes a 10% contingency in the amount of \$1,795,044.96.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with Ric-Man Inc, , for the SE Drainage Retrofit Project Phase II in an amount not to exceed Nineteen Millon Seven Hundred Fifty-Four Thousand Four Hundred Forty-Nine Dollars and Fifty-One Cents (\$19,754,494.51), which Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference.

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

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

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**CONTRACT BETWEEN THE MUNICIPALITY CITY OF DANIA BEACH AND
RIC-MAN CONSTRUCTION FLORIDA, INC. FOR SOUTHEAST DRAINAGE RETROFIT PROJECT,
PHASE II
BID/CONTRACT NO.: ITB 25-012**

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**CONTRACT BETWEEN THE CITY OF DANIA BEACH AND RIC-MAN CONSTRUCTION FLORIDA,
INC. FOR SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE II**

BID/CONTRACT NO.: ITB 25-012

Project Title:	Southeast Drainage Retrofit Project, Phase II
Location:	City of Dania Beach
RLI Number:	
Contract Number:	ITB 25-012
Project Number:	

SUMMARY OF TERMS AND CONDITIONS

Contractor:	Ric-Man Construction Florida, Inc.
Contractor Address:	3100 SW 15th Street Deerfield Beach, FL
Federal Identification No.:	20-1309732

Contract Administrator:	Michael Fischer, Executive Vice President
Contract Administrator Address:	3100 SW 15 th Street Deerfield Beach, Florida 33442

Consultant:	
Consultant Address:	

Article	Description	Instructions/Unit(s)
3.2	Substantial Completion	548 Days after the Project Initiation Date in NTP
3.2	Final Completion	30 Days after Substantial Completion
3.3	[If applicable] Liquidated Damages for each calendar day after time specified in Notice to Proceed	\$500.00 per day
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$500.00 per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$500.00 per day
3.3	[If applicable] Liquidated Damages for each calendar day after time specified for interim Milestones (or phase):	Interim Milestone #1 0 per day Interim Milestone #2

Article	Description	Instructions/Unit(s)
	[Milestones 1, 2, 3, etc.: Division 1, Section _____]	\$0 per day Interim Milestone #3 \$0 per day
5.2	Will Materials and equipment be stored at the Project site?	☒ Yes ☐ No
8.1	Is this Contract subject to Florida Department of Transportation ("FDOT") provisions?	☐ Yes ☒ No
8.4	The Parties designate the following as the respective places for giving of notice:	For Municipality: _____ Ana M. Garcia, ICMA – CM City Manager 100 W. Dania Beach Blvd. Dania Beach, FL 33004 For Contractor: _____ Chris Mancini 3100 SW 15 St. Deerfield Beach, Florida 33442 christopherm@ric-manfl.com
8.22 and 8.23	Select the sources of funding that apply to this Project:	☒ Federal funding ☒ State funding ☐ County funding ☒ Municipality funding
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$500.00 per day
54 (General Conditions)	☐ County Business Enterprise (CBE) or Small Business Enterprise (SBE) commitment	As awarded 0 %

CONTRACT

This construction contract ("Contract") is between the City of Dania Beach, a municipality of the State of Florida ("Municipality"), and Ric-Man Construction Florida, Inc., a corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

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

WHEREAS, due to the project's scope and magnitude, it was divided into two separate construction phases; and

WHEREAS, the City issued ITB No. 2025-014 for "Southeast Drainage and Retrofit Project, Phase II (the "Project"); and

WHEREAS, on June 10, 2025, pursuant to Resolution No. 2025-____, the City Commission approved the bid award recommendation to Ric-Man Construction Florida, Inc.

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

ARTICLE 1 DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- 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, including as may be amended from time to time.
- 1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.3. **Board** means the governing body of Municipality, its successors and assigns.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.6. **Consultant** means the architect or engineer who has contracted with Municipality or who is an employee of Municipality and provides professional services for this Project.

1.7. **Contract Administrator** means _____ or such other person designated by Fernando Rodriguez, in writing.

1.8. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, BIM and Electronic Media Submittal Requirements, and any additional documents the submission of which is required by this Project.

1.9. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.10. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.

1.11. **Contractor** means the person, firm, or corporation identified in this Contract as the Party with whom Municipality has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.12. **County** means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

1.13. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code.

1.14. **Field Order** means a written order of minor changes in the Work that does not involve a change in the Contract Price or Contract Time.

1.15. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment as the date upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been

received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.16. **Materials** means physical items incorporated in this Project or used or consumed in the performance of the Work.

1.17. **Municipality Manager** means the official appointed by the Municipality who directs the administration of the Municipality.

1.18. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.19. **OESBD** means Broward County's Office of Economic and Small Business Development.

1.20. **Plans or Drawings** means the official graphic representations of this Project.

1.21. **Purchasing Director** means Municipality's Procurement Administrator or designee authorized to execute Work Authorizations.

1.22. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.23. **Project Initiation Date** means the date upon which the Contract Time commences.

1.24. **Punch List** means a document developed by Consultant and the Contract Administrator and provided to Contractor simultaneously with, or within thirty (30) to forty-five (45) calendar days after, the issuance of a Certificate of Substantial Completion or Partial Substantial Completion, that lists Work that Contractor has yet to complete or that does not conform to the Contract Documents and that Contractor must complete or correct, as indicated in the document, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable.

1.25. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code.

1.26. **Subcontractor** means any person, firm or corporation, including subconsultants, having a direct contract with Contractor, regardless of tier, to perform all or any portion of the Work described in the Contract Documents, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.27. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in the Contract Administrator's sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and Municipality or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.28. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor that is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.29. **Work** means the construction and other services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all Work described in the Contract Documents for the Project.

ARTICLE 3 CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by Municipality's Purchasing Director and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor submits to Municipality all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums as may be provided for in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be

performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for Contractor's performance under this Contract. Contractor must obtain Substantial Completion of the Work within **five hundred forty(540)** days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within **thirty (30)** days after Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to Municipality the sum of \$500.00 for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work and obtain Final Completion within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to Municipality the sum of \$500.00 for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Municipality for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Municipality as a consequence of Contractor's failure to timely obtain Substantial Completion, Final Completion, or both; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both, is given. Liquidated damages do not address costs incurred by Municipality or Consultant: (a) due to an audit conducted pursuant to Article 17 of the General Conditions; or (b) in having Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. Contractor is separately responsible to Municipality for the actual costs referenced in (a) or (b) above, pursuant to Section 3.5.

3.4. Municipality may, but is not obligated to, deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as Municipality may, in its sole discretion, deem just and reasonable.

ARTICLE 4 CONTRACT SUM

4.1. ☒ This is a Unit Price Contract:*

4.1.1. Municipality shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in Contractor's bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation to Contractor for all costs, including overhead and profit, associated with Contractor's completion of all Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2. ☒ This is a Lump Sum Contract:*

4.2.1. Municipality shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

***Note:** Only the subsections in the Contract Documents corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by Municipality.

ARTICLE 5 PROGRESS PAYMENTS

5.1. Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed on the Project during the preceding interval. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed on the Project by such Subcontractors during the preceding monthly interval. Contractor's Applications for payment must show a complete breakdown of the Project components, the quantities completed during the applicable interval, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. At a minimum, Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of claims relative to the Work that was the subject of any previous Applications for Payment or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, each Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B).

Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

Alvaro Cortes, Project Manager, 1201 Stirling Road, Dania Beach, Florida 33004

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified herein, and, if approved, payment for the undisputed portion(s) of the Application for Payment shall be due twenty (20) business days after the date on which the Application for Payment is stamped received. At the end of the twenty- (20) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, excepting any portions that Municipality determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, Municipality shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify each deficiency and the action necessary by Contractor to cure each deficiency. If Contractor submits a request that corrects each deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between Municipality and Contractor shall be communicated in writing and resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. Prior to issuance of the Punch List, Municipality may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of Municipality.

If the Summary of Terms and Conditions indicates that Materials and equipment will be stored at the Project site, as payment for such storage, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the Materials and equipment in the manner set forth in this paragraph. The invoiced amount shall be based on the value of all acceptable Materials and equipment not yet incorporated in the Work but delivered and suitably stored at the Project site and scheduled for installation on-site within thirty (30) days after the date of the Application for Payment. Copies of the supplier's invoices for the Materials and equipment shall be included with the Application for Payment.

5.3. Notwithstanding any provision of this Contract to the contrary, Municipality may withhold payment, in whole or in part, in accordance with Applicable Law, as a consequence of Contractor's material breach of any obligation under the Contract Documents, or to such extent as may be necessary to protect itself from loss on account of:

5.3.1 Inadequate or defective Work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Municipality relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide any document(s) required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any applicable withheld payment shall be made to the extent otherwise due.

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

6.1. Consultant shall conduct an inspection within ten (10) days after receipt of written notice from Contractor that all Work described in the Punch List has been completed and the Work is ready for final inspection and acceptance. A Final Certificate of Payment (Form 11) for the Work, or the applicable phase thereof, shall be issued if Consultant and Contract Administrator find that: (a) the Work is acceptable; (b) the requisite documents have been submitted; (c) the requirements of the Contract Documents are fully satisfied; and (d) all conditions of the permits and regulatory agencies have been met. Such Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the applicable requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following final payment package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the applicable Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; the final bill of Materials, if required, and the final Application for Payment. This final payment package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, Municipality shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the

Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of any claims by Municipality.

6.4. Final payment shall be made only after the Board or Municipality's Purchasing Director, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to Municipality in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473

or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with Municipality on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes.

7.6. Claims Against Contractor. Contractor 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 Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use 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 Contract will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Contract for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

7.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work and that each person and entity that will perform or provide Work is duly qualified to perform such Work 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 Work. Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for such Work.

7.9. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to Municipality, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by Municipality, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Municipality as the basis for Contractor's compensation in this Contract.

7.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors 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. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services at any time during the term of this Contract.

7.11. Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Contract. Contractor represents and certifies: (a) Contractor is not owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Contractor; and (c) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to Municipality executed affidavit(s) under penalty of perjury, in a form approved by Municipality attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper Application for Payment for purposes of Article 5. Terms used in this section that are not otherwise defined in this Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7.12. Breach of Representations. Contractor acknowledges that Municipality is materially relying on the representations, warranties, and certifications of Contractor stated in this article. Municipality 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 Contract without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 8 MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. If there is any conflict between the terms contained in this Contract and those contained in a Contract Supplement, the terms of such Contract Supplement shall prevail. Furthermore, if there is any conflict between the terms of the General Conditions included in this Contract and those contained in any General Supplemental Provisions, the terms of such General Supplemental Provisions shall prevail. In addition, anything shown on the Drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

Notwithstanding the forgoing, if this Contract is identified in the Summary of Terms and Conditions as being subject to Florida Department of Transportation ("FDOT") provisions, the following priority of provisions shall apply in the event of a conflict:

First Priority: Approved Change Orders, Addendums, or Amendments

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Second Priority:	Technical Specifications
Third Priority:	Supplemental Conditions or Special Terms
Fourth Priority:	General Terms and Conditions
Fifth Priority:	Contract
Sixth Priority:	Solicitation documents
Seventh Priority:	Contractor's response to solicitation documents

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Work provided by Contractor (and all Subcontractors) pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of Municipality. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Except for Broward County to the extent expressly identified herein, neither Contractor nor Municipality intends to primarily or directly benefit a third party by entering into this Contract. Therefore, the Parties agree that, other than Broward County, there are no third-party beneficiaries to this Contract (other than Consultant, and only to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Contract, 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). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

For Municipality:

Ana M. Garcia, ICMA-CM, City Manager
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
agarcia@daniabeachfl.gov

For Contractor:

Chris Mancini
3100 SW 15th Street
Deerfield Beach, FL 33442
E-mail: christopherm@ric-manfl.com

8.5. Assignment. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, and shall

constitute a breach of this Contract. Municipality reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to Municipality to reasonably compensate it for the performance of any such due diligence.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is, therefore, a material term.

8.7. No Waiver. Municipality's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

8.8. Severability. If any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for such litigation shall be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **EACH PARTY HEREBY EACH EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.**

8.10. Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Contract shall be effective unless contained in a written document executed with the same or similar formality as this Contract by duly authorized representatives of Municipality and Contractor.

8.11. Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and

understandings of the Parties concerning the subject matter of this Contract or the Contract Documents are contained herein.

8.12. Compliance with Laws. Contractor and the Work must comply with all Applicable Law, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

8.13. Federally Funded Contracts. Contractor certifies and represents that it will comply with the Municipality's Federally Funded Contract Requirements to the extent they apply attached hereto and incorporated herein as Exhibit C.

8.14. Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns 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 Contract 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 the 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 Municipality shall require approval in writing, unless otherwise expressly stated.

8.15. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Contract, nothing herein is intended to serve as a waiver of sovereign immunity by Municipality nor shall anything included herein be construed as consent by Municipality to be sued by third parties in any matter arising out of this Contract.

8.16. Polystyrene Products Ban. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

8.16. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the duration of this Contract.

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

8.18. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract.

8.19. Fiscal Year. The continuation of this Contract beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.20. Counterparts and Multiple Originals. This Contract 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.

Special Funding Requirements. If the Summary of Terms and Conditions indicates there is any federal or state funding applicable to this Contract, Contractor certifies and represents that it will comply with the Special Funding Requirements attached as Exhibit C and D.

8.21.

(The remainder of this page is intentionally left blank.)

ITB/Contract #25-012

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MUNICIPALITY, CITY OF DANIA BEACH through its Board, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20____, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

MUNICIPALITY

ATTEST:

By: _____
JOYCE L. DAVIS, MAYOR

ELORA RIERA, MMC
CITY CLERK

By: _____
ANA M. GARCIA, ICMA-CM, CITY MANAGER,

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

EVE A. BOUTSIS, CITY ATTORNEY

**CONTRACT BETWEEN THE MUNICIPALITY CITY OF DANIA BEACH AND RIC-MAN
CONSTRUCTION FLORIDA, INC.
FOR SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE II
BID/CONTRACT NO.: ITB 25-012**

WITNESSES:

CONTRACTOR:

RIC-MAN CONSTRUCTION FLORIDA,
INC., a Florida corporation

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2025 by _____ as
_____ of Ric-Man Construction Florida, Inc., a Florida corporation. He/she is
personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

CONTRACT SUPPLEMENT

[DELETE THIS PAGE IF NOT APPLICABLE]

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~striketrough~~ type are deletions from existing text. Words in underlined text are additions to existing text.

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall be followed in strict accordance as to Work, performance, material(s), and dimensions except when Consultant may authorize, in writing, an exception.

1.2 Dimensions given in figures shall predominate over scaled measurements from the Drawings; however, any discrepancies regarding figures must be resolved by Consultant prior to applicable Work commencing. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

ARTICLE 2 INTENTION OF MUNICIPALITY

Municipality intends to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. The Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the Work described that exclusion of them from the Work would render performance by Contractor impractical, illogical, or unconscionable, and shall be supplied by Contractor whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning, unless specified otherwise herein. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of opening of bids for the Project. Contractor shall comply with such specifications, manuals, codes, laws, or regulations. Municipality will have no duties other than those duties and obligations expressly set forth within this Contract.

ARTICLE 3 PRELIMINARY MATTERS

3.1. At least five (5) days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1. A progress schedule in the indicated form:

☐ Bar Chart

☐ Modified Critical Path Method ("CPM")

☒ CPM

☐ Computerized CPM

(CPM is interpreted to be generally as outlined in the Association of General Contractors ("AGC") publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work, and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment, and must be acceptable to Consultant.

3.1.2. A preliminary schedule of shop drawing submissions; and

3.1.3. In a lump sum contract or in a contract that includes lump sum bid items of Work, a preliminary schedule of values for all of the Work that includes quantities and prices of items aggregating the Contract Price, in as much detail as may be requested by County in writing, and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

In addition, after award but prior to the submission of the progress schedule, Consultant, Contract Administrator, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that neither Consultant nor Municipality shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by Consultant, but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant, and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1; to discuss procedures for handling shop drawings and other submittals and for processing Applications for Payment; and to establish a working understanding among the Parties as to the Work.

3.3. Within thirty-five (35) days after the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by Municipality or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work. Such acceptance will not impose on Consultant or Municipality responsibility for the progress or scheduling of the Work, or otherwise relieve Contractor from full responsibility therefor. The finalized schedule of shop drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

4.1. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 1) and Payment Bond (Form 2). Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Municipality the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each bond shall be with a surety company that is qualified pursuant to Article 5. Each Bond must name "Broward County" as an additional obligee.

4.2 Each bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by Municipality, correct any defective or faulty Work or Materials that appear within one (1) year after Final Completion of this Contract.

4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide Municipality with evidence of such recording.

4.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of Municipality and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by Municipality for one (1) year after completion and acceptance of the Work.

ARTICLE 5 QUALIFICATION OF SURETY

5.1 For all Bid Bonds, Performance Bonds, and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least the past five (5) years.

5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further,

the surety company shall provide Municipality with evidence satisfactory to Municipality that such excess risk has been protected in an acceptable manner.

5.1.3. A surety company that is rejected by Municipality may be substituted by the Bidder or proposer with a surety company acceptable to Municipality, but only if the bid amount does not increase.

5.1.4. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best's Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

Amount of Bond	Municipality Policy Holder's Ratings Strength/Financial Size
\$500,001 to \$1,500,000	A/ III
\$1,500,001 to \$2,500,000	A/ VI
\$2,500,001 to \$5,000,000	A/ VII
\$5,000,001 to \$10,000,000	A/ VIII
Over \$10,000,000	A/ IX

5.2. For projects that do not exceed Five Hundred Thousand Dollars (\$500,000.00), Municipality may accept a Bid Bond, Performance Bond, or Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 4) so certifying should be submitted with the Bid Bond, Performance Bond, or Payment Bond.

5.3. More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

ARTICLE 6 INDEMNIFICATION

Contractor shall indemnify and hold harmless Municipality and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's Subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and Municipality Attorney, any sums due Contractor under this Contract may be retained by Municipality until all of Municipality's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject

to payment of interest by Municipality. These indemnifications shall survive the term of this Contract.

ARTICLE 7 INSURANCE REQUIREMENTS

7.1. The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements, below. For purposes of this article, the term "Municipality" shall include Municipality and its members, officials, officers, and employees.

7.2. For the duration of the Contract, Contractor shall, at its sole expense, maintain at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in this, Article 7, Municipality shall be entitled to all such broader coverages and higher limits. Municipality reserves the right at any time to review and adjust the limits and types of coverage required under this article.

7.3. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with the Contract. All required insurance under this article shall provide primary coverage, list Municipality as an additional insured, and shall not require contribution from any Municipality insurance, self-insurance or otherwise. All insurance held by Municipality, as well as Municipality's self-insurance, shall be in excess of and shall not contribute to the required insurance provided by Contractor. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against Municipality, and agrees to obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

7.4. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

7.5. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in this Article 7, and shall submit same to Municipality, at least fifteen (15) days prior to the effective date of the Contract or commencement of the Work for Municipality's written approval of such retentions or deductibles. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Municipality. Municipality may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured

retention may be satisfied by either the named insured or Municipality, if so elected by Municipality, and Contractor agrees to obtain same in endorsements to the required policies.

7.6. To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

7.6.1. Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of: Mold, fungus, or bacteria; Terrorism; Silica, asbestos or lead; Sexual molestation; and Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract. Municipality, Consultant, and Broward County shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

7.6.2. Contractor shall maintain products or completed work coverage for a minimum of three (3) years from the date of the final completion of the Work, unless otherwise stated in the Insurance Requirements Exhibit. In that case, the term specified in the Insurance Requirements shall govern the duration of the coverage required by this paragraph.

7.6.3. Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of Work under this Contract. Municipality and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds."

7.6.4. Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against Municipality in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with Municipality scheduled thereon. Where appropriate, coverage shall be included to the extent required by Applicable Law, including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

If Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee

leasing company, any such Workers' Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect Municipality against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish Municipality with evidence of a stand-alone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as an additional insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract Documents. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

7.6.5. Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract.

7.6.6. Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. Such policy shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response coverage, including Notification Expenses.

7.6.7. Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which claims would have been covered had the coverage been provided on an occurrence basis.

7.6.8. Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to Municipality as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed \$10,000 for each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible but which does not exceed five percent (5%) of the "values at risk at the time of loss" unless otherwise approved by Municipality.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit less than \$50,000,000 per occurrence. With respect to the peril of Flood, the policy shall not be subject to any sublimit less than \$10,000,000 per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by Municipality.

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by Municipality.

Municipality reserves the right to purchase or provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of Contractor's or Subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. If Municipality elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by Contractor may be modified to account for the insurance being provided by Municipality, at Municipality's discretion. Such modification may also include execution of Waiver of Subrogation documentation. If a claim with respect to this Project is made upon Municipality's insurance policy, Contractor shall be responsible for up to the first \$50,000 of the deductible amount for such claim.

7.7. On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, as requested by Municipality, Contractor shall provide Municipality with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article.

7.8. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Contract and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor shall provide notice to Municipality of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide Municipality with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.9. If and to the extent requested by Municipality, Contractor shall provide to Municipality complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after Municipality's request.

7.10. Contractor shall ensure that City of Dania Beach, 100 W. Dania Beach Blvd., Dania Beach Florida, 33004" "Broward County, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301" and Consultant are listed and endorsed as additional insureds on all policies required under this article. Municipality shall be listed as Certificate Holder.

7.11. Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Work provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that Municipality, "Broward County," and Consultant are named as additional insureds under the Subcontractors' applicable insurance policies. If Contractor or any Subcontractor fails to maintain the insurance required by the Contract Documents, Municipality may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Work or any other services under the Contract unless and until the requirements of this section are satisfied. If requested by Municipality, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

7.12. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of the Contract; (2) the required coverage must be maintained after termination or expiration of the Contract for at least the duration stated in Exhibit [A]; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Contract for at least the duration stated in Exhibit A.

ARTICLE 8 LABOR AND MATERIALS

8.1 Unless otherwise provided herein, Contractor shall provide and pay for all Materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

8.2 Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors at the Project site, and shall not employ any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 9 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be

connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

ARTICLE 10 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

11.1. Except as otherwise provided within the Special Instructions for Vendors, Contractor shall secure and pay for all necessary permits and licenses required for the Work pursuant to Applicable Law. Contractor shall be reimbursed for only the actual amount of the permit fees levied by the permitting authority and paid by the Contractor as evidenced by an invoice or other acceptable documentation issued by the permitting authority. Reimbursement to Contractor shall be on a pass-through basis and shall not include profit or overhead of Contractor. Contractor shall have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed, for all persons working on the Project for whom a Certificate of Competency is required.

11.2. Municipality shall directly pay for all impact fees levied by any governmental entity with jurisdiction.

ARTICLE 12 RESOLUTION OF DISPUTES

12.1. To prevent all disputes and litigation, the Parties agree that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents or fulfillment of the Contract as to the character, quality, amount, and value of any Work done or materials furnished, or proposed to be done or furnished, under or by reason of the Contract Documents, and Consultant's decisions of all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute that cannot be resolved by agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) days after the date of impasse. Unless a different period of time is set forth in this Contract, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) days after the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods

provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

12.2. If the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

12.3. In any lawsuit or legal proceeding arising under this Contract, Contractor hereby waives any claim or defense based on facts or evidentiary materials of which Contractor had knowledge but were not presented for consideration during the resolution of disputes process set forth in Sections 12.1 and 12.2 above.

12.4. This article shall survive any dispute or litigation between the Parties, or expiration or termination of this Contract for any reason, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality.

ARTICLE 13 INSPECTION OF WORK

13.1. Consultant and Municipality shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring, and testing.

13.1.1. Should the Contract Documents, Consultant's instructions, or Applicable Law require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than Municipality, timely notice shall be given of the date fixed for such testing. Testing shall be performed promptly, and, where practicable, at the source of supply. If any of the Work is covered up without approval or consent of

Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

13.1.2. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, Municipality shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

13.2. Inspectors shall have no authority to permit deviations from, or to relax or waive, any of the provisions of the Contract Documents, or to delay the Project by failure to inspect the materials and Work with reasonable promptness, without the written permission or instruction of Consultant.

13.3. The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

ARTICLE 14 SUPERINTENDENCE AND SUPERVISION

14.1. Municipality's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

14.2. On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of Municipality, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by Municipality and Consultant.

14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work

to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4. If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

14.5. Contractor 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 this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 15 MUNICIPALITY'S RIGHT TO TERMINATE CONTRACT

15.1. The Contract Administrator may give notice in writing to Contractor and its Surety of delay, neglect, or default, specifying the same with a notice to cure, upon the occurrence of any of the following:

15.1.1. Contractor fails to begin the Work within fifteen (15) days after the Project Initiation Date;

15.1.2. Contractor fails to perform the Work with sufficient workers, equipment, or materials to ensure the prompt completion of the Work;

15.1.3. Contractor performs the Work unsuitably or causes it to be rejected as defective and unsuitable;

15.1.4. Contractor discontinues performance of the Work in contravention of the accepted schedule;

15.1.5. Contractor fails to perform any material term set forth in this Contract;

15.1.6. Contractor becomes insolvent or declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or

15.1.7. From any other cause whatsoever, Contractor fails to carry on the Work in an acceptable manner.

15.2. If Contractor, within a period of ten (10) days after such notice, does not proceed to cure in accordance therewith, then Municipality's awarding authority for this Contract may, upon written certification from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude

Contractor from the Project site and take the performance of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, Municipality may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs, and charges incurred by Municipality, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. If the damages and expenses so incurred by Municipality shall exceed the unpaid balance, Contractor shall be liable and shall pay to Municipality the amount of said excess.

15.3. If Municipality erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of Municipality and Contractor shall be the same as if the termination had been exercised pursuant to the Termination for Convenience clause as set forth in Section 15.4 below.

15.4. This Contract may be terminated for convenience, for any reason or no reason, in writing by Municipality with at least ten (10) days' advance written notice to Contractor of intent to terminate and the date on which such termination becomes effective. If Contract is terminated by Municipality pursuant to this section, Contractor shall be paid for all Work properly executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for Municipality's right to terminate this Contract for convenience including in the form of Municipality's obligation to provide advance notice to Contractor of such termination in accordance with this Section 15.4.

15.5. Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.6, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall deliver or otherwise make available to Municipality all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.6. This Contract may also be terminated by the Board:

15.6.1. If Contractor is a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor is otherwise ineligible to

transact business with County or Municipality under Applicable Law or provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

ARTICLE 16 SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Municipality. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Municipality may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with Municipality shall entitle Municipality to terminate this Contract for cause.

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

17.1 Audit Rights and Retention of Records. Contractor and all Subcontractors shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with Municipality. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this article may be performed by any representative of Municipality (including any outside representative engaged by either entity). Municipality may conduct audits or inspections at any time during the term of this Contract and for a period of three (3) years after the expiration or termination of this Contract (or longer if required by Applicable Law, Municipality).

17.2 Municipality shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Contractor hereby grants Municipality the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by Municipality, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate workspace for such review. Contractor shall provide Municipality with reasonable access to Contractor's facilities, and Municipality shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract. Contractor shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by Municipality.

17.3 Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any

other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with Municipality's code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to Municipality, in order to facilitate efficient use of Municipality resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment reliant upon such entry.

17.5 If an audit inspection or examination reveals overpricing or overcharges to Municipality of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, in addition to adjusting for the overcharges, Contractor shall pay the reasonable cost of the audit. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Contractor.

17.6 Contractor shall, by written contract, require all Subcontractors to agree to the requirements and obligations of this Article 17.

ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by Municipality's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 19 EXPLOSIVES

When the use of explosives is necessary in performance of the Work, Contractor shall exercise the utmost care in the handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner in storage clearly marked "Dangerous-Explosives," and shall be placed in the care of competent watchmen. When the use of explosives becomes necessary, Contractor shall furnish to Municipality proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included in the policies themselves.

ARTICLE 20 DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on

an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

ARTICLE 21 PLANS AND WORKING DRAWINGS

Municipality, through Consultant, shall have the right to modify the details of the plans and specifications and to supplement the plans and specifications with additional plans, drawings, or additional information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities, and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions, or discrepancies found therein within three (3) days after discovery. Contractor will not be allowed to take advantage of any error, omission, or discrepancy to stop or delay Work, because Consultant will advise Contractor how to proceed to avoid stoppage or delay of Work. Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in this Contract unless Contractor recognized such error, omission, or discrepancy, and failed to report it to Consultant.

ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by Municipality, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2. Contractor shall be responsible for all Materials, equipment and supplies pertaining to the Project. If any such Materials, equipment or supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Municipality, Contractor shall replace same without cost to Municipality, except as provided in Article 30.

ARTICLE 24 WARRANTY

Contractor warrants to Municipality that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be

considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

ARTICLE 25 SUPPLEMENTARY DRAWINGS

25.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes that may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

25.2. The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26 DEFECTIVE WORK

26.1. Consultant has the authority to reject or disapprove Work that Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, Municipality shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by Municipality in making such removals, corrections, or repairs, shall, at Municipality's election, be paid for out of any monies due or which may become due to Contractor or charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, Municipality may declare Contractor in default.

26.3. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from Municipality, shall promptly correct such defective or nonconforming Work within the time specified by Municipality, without cost to Municipality. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, nor shall such failure obligate Municipality to final acceptance.

ARTICLE 27 TAXES

Contractor shall pay all applicable sales, consumer, use, and other taxes required by Applicable Law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all their requirements.

ARTICLE 28 SUBCONTRACTS

28.1. Each Subcontractor must possess certificates of competency and licenses required by Applicable Law. Contractor shall notify the Contract Administrator and Consultant of any change in Subcontractors.

28.2. Contractor shall not employ any Subcontractor against whom Municipality or Consultant may have an objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

28.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons directly or indirectly employed by its Subcontractors, and persons for whose acts any of its Subcontractors may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and Municipality or any obligation on the part of Municipality to pay or to see the payment of any monies due any Subcontractor. Municipality or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific Work performed.

28.4. Contractor shall bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of Municipality.

28.5. ☒ Contractor shall perform the Work with its own organization, amounting to not less than twenty-five percent (25%) of the Contract Price.

ARTICLE 29 SEPARATE CONTRACTS

29.1. Municipality has the right to enter into contracts with other parties in connection with this Project. Contractor shall afford such other parties reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate this Work with theirs.

29.2. If any part of Contractor's Work depends for proper execution or results on the work of any third parties, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of Contractor's Work, except as to defects which may develop in the third parties' work after the execution of Contractor's Work.

29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site. Should such interference or impact occur, Contractor shall indemnify Municipality from any liability to the affected contractor related to such interference or impact.

29.4. To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall immediately report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 30 USE OF COMPLETED PORTIONS

30.1. Municipality has the right at its sole option to take possession of and use any completed or partially completed portions of the Project ("Designated Area"). Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increase the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by Municipality.

30.2. If Municipality decides to take possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1. Municipality shall give notice to Contractor in writing at least thirty (30) days prior to Municipality's intended occupancy of a Designated Area.

30.2.2. Contractor shall complete to the point of Substantial Completion the Designated Area and request inspection and issuance of a Certificate of Substantial Completion (007600-1) from Consultant.

30.2.3. Upon Consultant's issuance of a Certificate of Substantial Completion for the Designated Area, Municipality will assume full responsibility for maintenance, utilities, subsequent damages of Municipality and public, adjustment of insurance coverages, and start of warranty for the Designated Area.

30.2.4. Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the Designated Area.

30.2.5. If Municipality decides to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by Municipality and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or

portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31 LANDS OF WORK

31.1. Municipality shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by Municipality for the use of Contractor.

31.2. Contractor shall obtain, at Contractor's own expense and without liability to Municipality, any additional rights to land and access thereto that may be required for temporary construction facilities, temporary easements, or for storage of materials. Contractor shall furnish to Municipality copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all Applicable Law with regard to labor, hours of work, and Contractor's operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 33 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1. Utility lines in the Project area have been shown on the Plans. However, Municipality does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment due to discrepancies between actual location of utilities and Plan location of utilities.

33.2. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

33.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time **within the ROW**. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Municipality reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. Municipality's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 34 VALUE ENGINEERING

Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant's prior written acceptance by a Change Order or an approved shop drawing. In no event will any substitution accepted by Consultant result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, regardless of whether the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Consultant review fees and charges. Unless otherwise indicated in the relevant Change Order, a substitution is approved, the net dollar savings shall be shared equally between Contractor and Municipality and processed as a deductive Change Order. Municipality may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

ARTICLE 35 PAYMENT BY MUNICIPALITY FOR TESTS

Except when otherwise specified in the Contract Documents, the expense of all tests shall be borne by Municipality and be performed by a testing firm selected by Municipality. Contractor shall reimburse Municipality the costs of any required test in which the tested Work fails. For road construction projects, the procedure for making tests required by Municipality will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction.

ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, Municipality has the right to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable by Municipality to fully and acceptably complete the proposed Work in a satisfactory manner. Any extra or additional Work within the

scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2. Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity as this Contract prior to the initiation of any Work described in such change. This section shall not prohibit the issuance of Change Orders executed only by Municipality, as provided in this Contract.

ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in the Work. Field Orders may not change the Contract Price or the Contract Time.

37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or performance of the Work. Supplemental Instructions may not change the Contract Price or the Contract Time.

ARTICLE 38 CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Municipality's Procurement Code, as amended from time to time.

38.2. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Municipality. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

38.3. If satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Municipality may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as Municipality deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in Article 12.

38.4. Under circumstances determined necessary by Municipality, Change Orders may be issued unilaterally by Municipality. During the pendency of the dispute, and upon receipt of a Change Order from Municipality, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

38.5. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide Municipality such updated bonds.

ARTICLE 39 VALUE OF CHANGE ORDER WORK

39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

39.1.1 If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

39.1.2 By mutual acceptance of a lump sum, which sum Contractor and Municipality acknowledge contains a component for overhead and profit.

39.1.3 On the basis of the "Cost of Work," determined as provided in Sections 39.2 and 39.3, plus a Contractor's fee for overhead and profit as determined in Section 39.4.

39.2. The term "Cost of Work" means the sum of all direct costs necessarily incurred and paid by Contractor (or, if applicable, Subcontractor) in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Municipality, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 39.3.

39.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by Municipality and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay application thereto. Such employees shall include field and home office personnel directly employed for this project, superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by Municipality.

39.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Municipality deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Municipality. All trade discounts, rebates and refunds, and all

returns from sale of surplus materials and equipment shall accrue to Municipality, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by Municipality with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. Municipality will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3 If required by Municipality, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to Municipality who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5 Supplemental costs including the following:

39.2.5.1 All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

39.2.5.2 Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

39.2.5.3 The cost of utilities, fuel, and sanitary facilities at the site.

39.2.5.4 Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3 The term "Cost of Work" shall not include any of the following:

39.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, , lawyers, auditors, accountants, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule

of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

39.3.2 Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.

39.3.3 Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

39.3.4 Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.

39.3.5 Other overhead or general expense costs of any kind.

39.4 Contractor's fee for overhead and profit shall be determined as follows:

39.4.1 A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;

39.4.2 A fee based on the following percentages of the various portions of the cost of the Work:

39.4.2.1 For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent.15%

39.4.2.2 For costs incurred under subsection 39.2.3, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.5 The amount of credit to Municipality for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

39.6 Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

39.7 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

39.8.1 Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment, and other items of cost.

39.8.2 Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

39.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "Cost of Work."

ARTICLE 40 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days after the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

40.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is made in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Municipality, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 41 NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Municipality by reason of any delays except as provided and as detailed under Article 39

above. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Municipality for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Municipality or its Consultant.

ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1 Compensable Excusable Delay. Excusable Delay is compensable when (a) the delay extends the Contract Time; (b) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendor; and (c) is caused solely by fraud, bad faith, or active interference on the part of Municipality or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

Municipality and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be Five Hundred Dollars (\$500.00) per day for each day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2 Non-Compensable Excusable Delay. When Excusable Delay is (a) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors; (b) caused by circumstances beyond the control of Municipality or Consultant; or (c) caused jointly or concurrently by Contractor or its Subcontractors, suppliers, or vendors and by Municipality or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43 SUBSTANTIAL COMPLETION

When Contractor determines in good faith that the Work, or a portion thereof designated by Municipality pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 10). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Municipality and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.

The estimated cost of the Project is as follows (select one):

☐ **less than \$10,000,000**. Within thirty (30) calendar days after the issuance of the Certificate of Substantial Completion, Consultant and the Contract Administrator shall develop and Contractor shall review the Punch List.

☒ **equal to or greater than \$10,000,000**. Within forty-five (45) calendar days after the issuance of the Certificate of Substantial Completion, Consultant and the Contract Administrator shall develop and Contractor shall review the Punch List.

The Punch List shall describe all Work yet to be completed by Contractor, including the estimated cost to complete each item of Work on the Punch List, to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The Punch List shall be provided to Contractor within five (5) days after final development and review. If the final Punch List is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work or remaining Work on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

The process for developing the estimated cost of each item of Work on the Punch List shall use the following methodology or methodologies (select all that apply):

☐ Direct costs

X ☒ Prorated value of outstanding Work based on Contractor's original Schedule of Values

X ☒ Unit prices provided in the bid

☐ Labor costs per hour

☐ Per square foot of site area

☐ Per assembly

☐ Historical and current prices for similar work

☐ Industry cost database(s)

☐ Other: _____.

ARTICLE 44 NO INTEREST

44.1 Unless prohibited by Applicable Law, Municipality shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor 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 this Contract.

44.2 If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by Municipality under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law.

ARTICLE 45 SHOP DRAWINGS

45.1 Contractor shall submit shop drawings as required by the Technical Specifications. The purpose of the shop drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with this Contract.

45.2 Within thirty (30) days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which shop drawings are to be submitted and shall identify the critical items. Approval of this list by

Consultant shall in no way relieve Contractor from submitting complete shop drawings and providing all materials and equipment in accordance with this Contract. This procedure is required in order to expedite final approval of shop drawings.

45.3 After the approval of the list of items required in Section 45.2 above, Contractor shall promptly request shop drawings from the various manufacturers, fabricators, and suppliers.

45.4 Contractor shall thoroughly review and check the shop drawings, and shall approve each and every copy by initialing same, and shall transit a letter of approval to Consultant and Municipality.

45.5 If the shop drawings show or indicate departures from the Contract requirements, Contractor shall specify such departures and make specific mention thereof in its letter of transmittal to Consultant and Municipality. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

45.6 Consultant shall review and approve shop drawings within twenty-one (21) days after the date received, unless said shop drawings are rejected by Consultant for material reasons. Consultant's approval of shop drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such shop drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by this Contract but not indicated on the shop drawings. No Work called for by Shop Drawings shall be performed until the said shop drawings have been approved by Consultant. Approval by Consultant shall not relieve Contractor from responsibility for errors or omissions of any sort on the shop drawings.

45.7 No approval will be given to partial submittals of shop drawings for items that interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the shop drawings for all such interconnecting or interdependent items, check such items, and then make one submittal to Consultant along with Contractor's comments as to compliance, noncompliance, or features requiring special attention.

45.8 If catalog sheets or prints of manufacturers' standard drawings are submitted as shop drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

45.9 Contractor shall submit the number of copies of shop drawings required by Consultant. Resubmissions of shop drawings shall be made in the same quantity until final approval is obtained.

45.10 Contractor shall keep one set of shop drawings marked with Consultant's approval at the job site at all times.

ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1 The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare record or “as-built” drawings of the same, which must be sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the bid prices for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

46.2 Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples, and shop drawings shall be delivered to the Contract Administrator.

46.3 Prior to, and as a condition precedent to Final Payment, Contractor shall submit to Municipality Contractor’s record drawings or as-built drawings acceptable to Consultant.

ARTICLE 47 SAFETY AND PROTECTION

47.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

47.1.1 All employees on the work site and other persons who may be affected thereby;

47.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3 Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

47.2 Contractor shall comply with all Applicable Law of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when performance of the Work may affect them. All damage, injury, or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them

may be liable, shall be repaired or remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to Municipality and Contractor that the Work is acceptable except as otherwise provided in Article 30.

47.3 Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Municipality.

ARTICLE 48 FINAL BILL OF MATERIALS

Contractor shall be required to submit to Municipality and Consultant a final bill of materials with unit costs for each bid item for supply of materials installed. This shall be an itemized list of all materials with a unit cost for each material, and the total cost shall be determined on the basis of the unit costs established for each Contract item.

ARTICLE 49 PROJECT SIGN

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

ARTICLE 50 CLEANING UP; MUNICIPALITY'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery, and surplus materials. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Municipality may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors of Municipality as to their responsibility for cleaning up, Municipality may clean up and charge the cost thereof to the contractors responsible as Consultant shall determine to be appropriate and equitable.

ARTICLE 51 HURRICANE/FLOODING PRECAUTIONS

51.1 During such periods of time as are designated by the National Weather Services as being a hurricane watch, excessive rain/flooding event or warning, Contractor, shall take all precautions necessary to secure the Project limits (right of way) from any damage that may be caused by all threatened storm events, regardless of whether Municipality or Consultant has given notice of same.

51.2 Compliance with any specific hurricane watch or flood warning, precautions will not constitute additional work, except as directed by the Municipality.

51.3 Suspension of the Work caused by a threatened or actual storm, or flooding event, regardless of whether Municipality has directed such suspension, will entitle Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 52 REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by Municipality, shall promptly remove any part or all of Contractor's equipment and supplies from the property of Municipality, failing which Municipality shall have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 53 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, of the Code ("Act"), or will be paid with State-appropriated funds, Contractor certifies and represents that it will at all times comply with the provisions of the Act, and the contract language referenced in the Act is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling Municipality to pursue any and all remedies provided under Applicable Law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor.

ARTICLE 54 EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

54.1 Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Part 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

54.2

ARTICLE 55 PUBLIC RECORDS

Notwithstanding any other provision in this Contract, any action taken by Municipality 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 this Contract. If Contractor is acting on behalf of Municipality as provided in Section 119.0701, Florida Statutes, Contractor shall:

55.1 Keep and maintain public records required by Municipality to perform the services under this Contract;

55.2 Upon request from Municipality, provide Municipality 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;

55.3 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 this Contract and after completion or termination of this Contract if the records are not transferred to Municipality; and

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

The failure of Contractor to comply with the provisions of this article shall constitute a material breach of this Contract entitling Municipality to exercise any remedy provided in this Contract or under Applicable Law, all of such remedies being cumulative.

If Contractor receives a request for public records regarding this Contract or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to Municipality to enable Municipality to timely respond to the public records request. Municipality will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor 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, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to Municipality 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 Municipality, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to Municipality for records designated by Contractor as Restricted Material, Municipality shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of Municipality's obligation to treat the records as

Restricted Material. Contractor must indemnify and hold harmless Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

City Clerk's Office

100. W. Dania Beach Blvd.

Dania Beach, Florida 33004

Telephone (954) 924-6800 ext. 3624

Fax (954) 921-2604

eriera@daniabeachfl.gov

(The remainder of this page is intentionally left blank.)

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL WAGE REQUIREMENTS

1. ☐ Prevailing Wage Rate Ordinance - If the price of this Contract is in excess of \$250,000.00, the following sections shall apply.

1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

1.2. All mechanics, laborers, and apprentices, employed or working on the site of the Work, shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

1.3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the Municipality Manager for final determination, which shall be binding.

1.4. If the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County Code of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party to perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to Municipality for any and all costs incurred by Municipality to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

1.5. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such records for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

1.6. Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (Form 8A) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County Code of Ordinances, as amended.

1.7. The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the Work, the full amount of wages required by this Contract.

1.8. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. ☒ Federal Grant Projects:

2.1. Because this Project will be funded, in whole or in part, by the United States government through Federal Emergency Management Agency to as Hazard Mitigation Grant Program No. 4337-494-R, all Federal assurances applicable to such funding, including any and all supervening assurances set forth in Rules and Regulations published in Federal Register or C.F.R., shall apply to this Contract.

2.2. Accordingly, all clauses, terms, or conditions required by federal grantor agency with respect to the federal funding for this Project are hereby attached and made a part of this Contract.

FORM 1: PERFORMANCE BOND

Project Name: Southeast Drainage Retrofit Project, Phase II
Project Number: BY THIS BOND, We _____, as Principal, hereinafter called Contractor, located at _____, with a phone number of _____, and _____, as Surety, located at _____, with a phone number of _____, under the assigned Bond Number _____, are bound to the Municipality of _____, Florida ("Municipality"), and Broward County, Florida, as dual Obligees (hereinafter jointly and severally referred to as "Municipality/County"), in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. ITB 25-012, with Municipality, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract," which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and Municipality for construction of Southeast Drainage Retrofit Project, Phase I, in the time and manner prescribed in the Contract; and
- 2) Pays Municipality/County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that Municipality/County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all Work (as defined in the Contract) and materials furnished under the Contract for the time specified in the Contract, then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by Municipality/County to be, in default under the Contract with Municipality, having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if Municipality/County elects, upon determination by

Municipality/County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Municipality/County on the same terms and conditions as the Contract Documents unless otherwise agreed by Municipality/County, and shall make available as Work progresses sufficient funds to pay the cost of completion of the Work required by the Contract in an amount less but not exceeding the balance of the Contract Price , which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Municipality to Contractor under the Contract and any amendments thereto, less the amount properly paid by Municipality to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Municipality/County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signer

Print Name

Print Name and Title

_____ day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM 2: PAYMENT BOND

Project Name: Southeast Drainage Retrofit Project, Phase I

Project Number: DANI-017

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, with a phone number of _____, and _____, as Surety, located at _____, with a phone number of _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to the Municipality of _____, Florida ("Municipality") and Broward County, Florida (hereinafter jointly and severally referred to as "Municipality/County"), as dual Obligees, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the ____ of _____, 20____, entered into a Contract, Bid/Contract No. _____, with Municipality for construction of _____ located at _____, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Municipality/County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that Municipality/County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute Section 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work (as defined in the Contract), furnish to Contractor a notice that he or she intends to look to the bond for protection.

B. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20__.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signer

Print Name

Print Name and Title

____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

ITB/Contract #25-012

(Print Name)

Telephone No.: _____

FORM 3: CERTIFICATE AS TO CORPORATE PRINCIPAL

CERTIFICATION BY CORPORATE SECRETARY:

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know their signature; that their signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Signature: _____
as Secretary of [Print Name of Principal/Contractor]
(CORPORATE SEAL)
Print Name: _____

NOTARIZED CERTIFICATION UNDER OATH:

STATE OF _____
COUNTY OF _____

Before me, Name of Notary Public a Notary Public duly commissioned, qualified, and acting, personally appeared Name of Principal/Contractor's Authorized Signer, who has duly sworn under oath (or affirmed) that they are authorized to execute the foregoing Performance and Payment Bond on behalf of Contractor named therein in favor of County.

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced: _____

ITB/Contract #25-012

FORM 4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS

TO: MUNICIPALITY OF CITY OF DANIA BEACH

RE: BID NUMBER: ITB 23-014

BIDDER:

Insert Name

Insert Address

Address Cont'd

Insert Phone Number

AMOUNT OF BOND:

SURETY BOND COMPANY:

Insert Name

Insert Address

Address Cont'd

Insert Phone Number

This is to
certify that, in accordance with Section 287.0935, Florida Statutes, the insurer named above:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code; and
- (5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

(Date Signed)

Agent and Attorney-in-Fact

(continued on next page)

AFFIDAVIT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20____, by
_____, Agent and Attorney-in-Fact of _____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

☐ Personally Known or ☐ Produced Identification

Type of My commission expires:

Identification Produced: _____

**FORM 5: UNCONDITIONAL LETTER OF CREDIT
(PERFORMANCE AND PAYMENT GUARANTY FORM)**

UNCONDITIONAL LETTER OF CREDIT

Beneficiary:Municipality of the City of Dania Beach , Florida
CM

Municipality Manager

100 W. Dania Beach Blvd.

Dania Beach, Florida 33004

Date of Issue

Issuing Bank's No.

Applicant:

Amount: Ana M. Garcia, ICMA-

(in United States Funds)

Expiry:

(Date)

Bid/Contract Number ITB 25-012

We hereby authorize you to draw on (Bank, Issuer Name) at (Branch Address) by order of and for the account of (Contractor, Applicant, Customer) up to an aggregate amount, in United States Funds, of \$(Dollar Amount) available by your drafts at sight, accompanied by: A signed statement from the Municipality Manager of the Municipality of the City of Dania Beach, Florida, or the Municipality Manager's authorized representative that the drawing is due to default in performance of certain obligations on the part of (Contractor, Applicant, Customer) agreed upon by and between the Municipality of _____ and (Contractor, Applicant, Customer) pursuant to the Bid/Contract No. for (Name of Project) and Section 255.05, Florida Statutes. Drafts must be drawn and negotiated not later than (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No. (number), of (Bank Name) dated _____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Municipality Manager with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Municipality of City of Dania Beach that this Letter of Credit will expire prior to performance of Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

ITB/Contract #25-012

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____ (Contractor, Applicant, Customer).

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

FORM 6: MONTHLY (CBE/SBE) UTILIZATION REPORT



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:
Project Description:	Project Completion Date:	
Prime Contractor:	Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone#: ()	Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT						
CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period
						Amount Paid To Date
Total Amount Paid to Subcontractors to Date:						

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
------------	--------	-------

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

FORM 8B: STATEMENT OF COMPLIANCE (DAVIS-BACON ACT)

No. _____
Contract No. ITB_ 25-012 _____
Project Title Southeast Drainage Retrofit Project, Phase II

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis-Bacon Act and the applicable conditions of the Contract.

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced: _____

FORM 9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. ITB 25-012

Project Title Southeast Drainage Retrofit Project, Phase II

The undersigned Contractor hereby swears under penalty of perjury that:

- Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
- The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Dated _____, 20__

Contractor

By _____

(Signature)

By _____

(Name and Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires: _____

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

FORM 10: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. ITB 25-012

Project (Name and Address): Southeast Drainage Retrofit Project, Phase II

To (Municipality): City of Dania Beach

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

Project or Designated Portion Shall Include:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted.

The date of Substantial Completion of the Project or portion thereof designated above is recommended as: _____

Unless otherwise defined in the contract, the definition of date of Substantial Completion is that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents, such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate the Project in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof does not constitute Substantial Completion.

A Punch List to be completed or corrected that has been prepared by Consultant and approved by Municipality is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents.

Consultant

By

Date

ITB/Contract #25-012

In accordance with the terms of the Contract, Contractor will complete or correct the work on the Punch List attached hereto within _____ from the above date of Substantial Completion.

Contractor By _____ Date _____

Municipality, through the Municipality Manager, has determined the Work or portion thereof designated by Municipality is substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

MUNICIPALITY OF CITY OF DANIA BEACH:

By Municipality Manager Date _____

The responsibilities of Municipality and Contractor for security, maintenance, heat, utilities, damage to the work, and insurance shall be as follows: _____

FORM 11: FINAL CERTIFICATE OF PAYMENT

Contract No. ITB 25-012 Project (Name and Address): Southeast Drainage Retrofit Project, Phase II

To (Municipality): _____

Consultant: _____

Contractor: _____

Notice to Proceed Date: _____

Consultant: _____

Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant

By

Date

Municipality, through its Municipality Manager, accepts the work as fully complete and will assume full possession thereof at _____ on _____.
(time) (date)

MUNICIPALITY OF CITY OF DANIA BEACH:

By Municipality Manager

Date

FORM 12: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. ITB 25-012

Received this _____ day of _____, 20____, from the Municipality of _____, Florida, the sum of _____ Dollars (\$_____) as full and final payment to Contractor for all work and materials for the Project described as:

_____	
_____	

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases the Municipality of _____ from all liens and claims whatsoever arising out of the Contract and/or Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to the Municipality of _____.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[IF INCORPORATED SIGN BELOW.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signer

(CORPORATE SEAL OR NOTARY)

Print Name and Title

_____ day of _____, 20____

ITB/Contract #25-012

[IF NOT INCORPORATED SIGN BELOW.]

CONTRACTOR

WITNESSES:

Witness signature

Business Name

Print/Type Name

By: _____
Authorized Signer

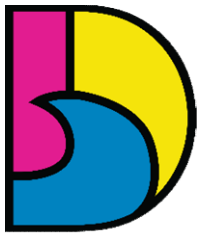
Witness signature

Print/Type Name and Title

Print/Type Name

_____ day of _____, 20____

EXHIBIT ____ INSURANCE REQUIREMENTS



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

Recipient: Mayor Joyce L. Davis Request Date: 6.30.25 Agenda Date: 7.8.2025

Request Sponsor: Mayor Joyce L. Davis Request Amount: \$1287.12

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

Back to School Beach Clean-Up and Backpack Giveaway

Description of how the funds will be used/deliverables:

Funds from contingency will be used to purchase branded DB and BCPS lanyards for students

Submitted by: Maxine Singh, Chief of Staff Date of submission: 7.2.25

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

<u>Legal</u>	<u>Yeimy Guzman</u> Digitally signed by Yeimy Guzman Date: 2025.06.23 11:24:42 -04'00'	<u>City Manager</u>
	Finance	

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST



The Gratefull Thread
10158 NW 47th Street
Sunrise, FL 33351
954-572-8383



HIT PROMO LANYARDS PRINTED WITH BREAKAWAY/JHOOK

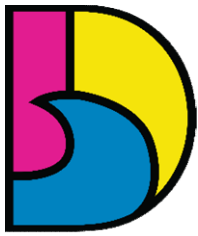
Style#	Color	Quantity	COST	TOTAL
DS75	LIGHT BLUE	400	\$ 2.90	\$ 1,160.00
SET UP				\$ 55.00
SHIPPING				\$ 47.12
ART				\$ 25.00
			TOTAL	\$ 1,287.12



Maxine Singh, Chief of Staff to the Mayor and City Commission
msingh@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954.924.6800, x3607



R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

Recipient: American Legion Post 209 Request Date: 6.25.25 Agenda Date: 7.8.25

Request Sponsor: Vice Mayor Marco Salvino Sr. Request Amount: \$500

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

American Legion Post 209 is sending 40 children to the Florida Elks Youth Camp in Umatilla, Florida, June 22-28, 2025.

Description of how the funds will be used/deliverables:

Funds from contingency will be used to fund the bus rental, food, drinks. The camp is sponsored by the Elks.

Submitted by: Maxine Singh, Chief of Staff Date of submission: 7.3.25

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

Yeimy Guzman

Digitally signed by Yeimy
Guzman
Date: 2025.06.25 10:14:59
-04'00'

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST



DONALD E. PARKER

American Legionnaires

"For God and Country"

801 NW 1st Street

Dania Beach Florida, 33004

954-404-7156

INVOICE

EIN# 45-2837369

Invoice Number: INV-10

Date: June 24, 2025

BILL TO:

City of Dania Beach

100 W Dania Beach Blvd.

Dania Beach, Florida 33004

ITEM	DESCRIPTION	QUANTITY	AMOUNT
1.	Transportation Youth Summer Camp	\$500	\$500

TOTAL: \$500

Respectfully Submitted

Commander



City of Dania Beach Public Services Memorandum

DATE: 7/8/2025

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: APPROVAL OF THE KIMLEY HORN AND ASSOCIATES (KHA)
PROPOSAL FOR ENGINEERING DESIGN AND CONSTRUCTION
SERVICES FOR THE PJ MELI PARK NEIGHBORHOOD DRAINAGE
IMPROVEMENT**

Request:

The Public Services Department (PSD) requests approval for a proposal from KHA for engineering design, bidding assistance and limited construction services for the PJ Meli Park Neighborhood Drainage Improvement Project (Project) in the amount of \$266,275.

Background:

The original scope of this project focused exclusively on the SW 29th Terrace area, and included SW 31st Avenue, 29th Avenue, and 28th Terrace, all immediately south Griffin Road. Upon discussing the project scope and details with the Florida Department of Transportation (FDOT), the agency requested that the proposed system be modeled using drainage software to evaluate its impact on Griffin Road. Of particular concern is the possible impact of PJ Meli Park's future raised elevation, which is part of the facility's major improvement that will soon get under way.

KHA's proposal includes hydrologic modeling work to analyze and assess the possible increase in stormwater runoff to Griffin Road from the park's new elevation and other post construction factors. The analysis will also determine any increase in pipe sizing and any other stormwater system modifications required as a result of the park surrounding area's changed topography.

Additional services include topographic and subsurface utility surveys, phased bid package preparation, design submissions, regulatory permitting assistance, and limited construction oversight for each of the newly phased project areas.

Budgetary Impact

Funding for this proposal will be appropriated from the Stormwater "Prof. Services General" Account No. 403-38-35-538-31-10 in the amount of \$266,275.

Recommendation

The Public Services Department recommends approval of the attached proposal from Kimley-Horn and Associates, Inc. for professional services related to this critical infrastructure project.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE PROFESSIONAL ENGINEERING DESIGN, BIDDING ASSISTANCE, AND LIMITED CONSTRUCTION SERVICES PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR THE SW 29TH TERRACE & PJ MELI PARK DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF TWO HUNDRED SIXTY-SIX THOUSAND AND TWO HUNDRED SEVENTY FIVE DOLLARS (\$266,275.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has identified the need to improve drainage infrastructure in the SW 29th Terrace area, including SW 31st Avenue, SW 29th Way, SW 29th Avenue, SW 28th Terrace, and a portion of SW 51st Street, all located south of Griffin Road; and

WHEREAS, coordination with the Florida Department of Transportation (FDOT) revealed that the proposed stormwater system must be modeled and analyzed to ensure there is no negative impact on FDOT's existing drainage infrastructure along Griffin Road; and

WHEREAS, the City has an existing Continuing Services Agreement for Professional Engineering Services through RFQ 20-005 with Kimley-Horn and Associates, Inc., and finds them qualified to perform the required services; and

WHEREAS, Kimley-Horn and Associates, Inc. (KHA), submitted a proposal dated June 25, 2025, to perform additional survey, drainage modeling, design, permitting, preparation of phased bid packages, and limited construction phase services in the total amount of Two Hundred Sixty-Six Thousand Two Hundred Seventy-Five Dollars (\$266,275.00), which is attached as Exhibit "A"; and

WHEREAS, the Public Services Department recommends that the City Commission authorize the project with KHA.

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 Work Order, issued under the CCNA Continuing Services Contract, with Kimley-Horn and Associates, Inc. for engineering design, bidding assistance, and limited construction services for the SW 29 Terrace Drainage Improvements / PJ Meli Park Neighborhood Project.

Section 3. That funding for professional engineering and design services in the amount of (\$266, 275.00) will be appropriated from the Stormwater “Prof. Services General” Account No. 403-38-35-538-31-10.

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

EXHIBIT A – 2025 Update**Project Understanding**

The CONSULTANT previously submitted a proposal to the City of Dania Beach for Professional Engineering Services for the design of the **SW 29 Terrace Stormwater Improvements**, also known as the **PJ Meli Park Neighborhood Drainage Improvement Project**. This project encompasses stormwater improvements along SW 31st Avenue, SW 29th Terrace, SW 29th Way, SW 29th Avenue, SW 28th Terrace, and a portion of SW 51st Street, all located south of Griffin Road.

The primary objective is to enhance stormwater management within these six streets and establish a connection to the existing Florida Department of Transportation (FDOT) drainage system along Griffin Road. Following preliminary discussions with FDOT, it was determined that the proposed system must be modeled using drainage software to evaluate its impact. FDOT specifically requested an analysis to confirm that the post-design hydraulic grade line of Griffin Road (SR 818) would not be adversely affected by additional inflow from the side streets. Preliminary modeling indicated that the existing drainage pipe along Griffin Road would need to be upsized to avoid negative impacts.

As part of this amendment, the following tasks are included:

1. Survey along Griffin Road (from just west of SW 27th Avenue to just west of SW 31st Avenue)
2. Additional drainage modeling to assess impacts to FDOT's system
3. Preparation of drainage plans and profiles for interconnection into the Griffin Road system, including pipe upsizing
4. Preparation of three (3) additional bid packages. The original scope assumed the project would be designed, bid, and constructed as a single package. Under this amendment, the project will be divided into four (4) distinct phases for bidding purposes:
 - a. Phase 1: Griffin Road (included in the original scope)
 - b. Phase 2: SW 31st Avenue / SW 29th Terrace
 - c. Phase 3: SW 29th Way / SW 29th Avenue / SW 51st Street
 - d. Phase 4: SW 28th Terrace
5. Three additional Bid Packages (original scope was contemplated as a project that would be designed, bid, and built all in one package). Bid packages are assumed to be. Phase 1: Griffin Road, Phase 2: SW 31st Avenue/SW 29th Terrace, Phase 3: SW 29th Way/SW 29th Avenue/SW 51st Street, and Phase 4: SW 28th Terrace.
6. Post-design limited construction phase services for the three (3) additional construction phases noted above. The original scope included construction phase services for a single-phase project; this amendment expands those services to support each of the newly defined phases.

The original bidding and post design scope included one (1) pre-bid meeting and one (1) pre-construction meeting to cover the entire project and periodic site visits during construction.

Scope of Services

The Scope of Services for the project will be provided by the CONSULTANT and its sub-consultants' for surveying and underground subsurface utility verification. No additional geotechnical investigation work will be included in the scope of services.

Task 1 – Site Investigation Task

Task 1.1 – Topographic Survey

The CONSULTANT will engage a sub-consultant (licensed surveyor) to prepare a topographic survey for approximately $\pm 2,600$ feet x 100 feet wide along Griffin Road (SR 818) from just west of SW 27th Avenue to just west of SW 31st Avenue. The survey will include the following:

- Obtain sufficient control monumentation, if available, to graphically depict limits of property. This is not a boundary survey.
- Locate above ground improvements include pavement, curbs, sidewalk, swales, berms, retention areas and above ground evidence of utilities. Obtain rim elevations and inverts of sewer and drainage structures (if accessible). Utility locations will include fire hydrants, water valves, meter boxes, vaults and main irrigation valves. Individual sprinkler heads are not included.
- Obtain spot elevations on points of location and on approximate 50-foot grid with high and low points extending 5 feet east and west of existing walks within the limits.

The topographic survey will be in accordance with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes.

The CONSULTANT will coordinate directly with the surveyor to ensure the appropriate data is gathered during the completion of the topographic survey. CONSULTANT will review topographic data upon completion of the survey and provide the comments to the surveyor, if necessary. CONSULTANT will utilize the AutoCAD version of the topographic survey and establish the base plans for the project. All work under this task will be billed on a lump sum basis.

Task 1.2 – Subsurface Utility Verification

The CONSULTANT will retain a subsurface utility engineering consultant to conduct up to 6 utility testholes to confirm the location of any existing underground utilities within the project limits. The completion of utility testholes will be necessary to avoid conflicts between the proposed underground improvements and existing underground utility infrastructure within the public right of way. CONSULTANT will review the utility testhole report upon completion and provide any comments to the subsurface utility engineering consultant, if necessary. CONSULTANT will incorporate the existing underground utilities into the base plans for the project based on the information included within the utility testhole reports. All work under this task will be billed on a lump sum basis.

Task 1.3 – Document Research/Review

The CONSULTANT will review readily available topographic surveys, atlas/as-built drawings, design drawings, record drawings, permit documents and/or master plans relevant to the project limits. CONSULTANT will use this information to determine and verify the configuration of existing conditions along with limitations on the proposed improvements. CONSULTANT will also review plat maps for the project areas to confirm the presence of utility easements. CONSULTANT will contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, CONSULTANT will coordinate directly with the utility providers with existing infrastructure within the project area to obtain any available system maps. CONSULTANT will incorporate the approximate location of the existing underground utilities into the design plans based on readily available drawings. All work under this task will be billed on a lump sum basis.

Task 1.4 – Project Site Visits

CONSULTANT will perform necessary site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CONSULTANT will walk the entire site within the project limits and obtain photographs of potential obstruction and encroachments that may impact the proposed improvements. CONSULTANT will conduct site visits to confirm the accuracy of the topographic survey and to identify potential impacts on the proposed improvements. As necessary, CONSULTANT will conduct site visits throughout the design process to review the existing conditions. All work under this task will be billed on a lump sum basis.

Task 2 - 90% Design Documents

CONSULTANT will prepare and submit 90% design documents for the Griffin Road Improvements to the CITY for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plans
- Stormwater Plans (plan and profile)
- Paving and Grading Plans
- Pavement Markings and Signage Plans
- Relevant Detail Plans
- Bid Tabulations
- Opinion of Probable Cost

CONSULTANT will develop an StormCAD model to conduct a detailed analysis of the project area. The analysis will evaluate the existing hydraulic grade line elevation and proposed hydraulic grade line elevations. CONSULTANT will subdivide the project area into multiple drainage basins to allow for the more detailed analysis of the project area. CONSULTANT will tabulate the model parameters of the relevant nodes and links within the stormwater model to reflect the basin boundaries within the project area. CONSULTANT will run the StormCAD stormwater model to obtain peak flood stages, flood durations, and peak discharges for the existing conditions within the project area.

CONSULTANT will also utilize the stormwater model to assess the effectiveness of the potential system improvement. CONSULTANT will utilize this stormwater model during the permitting phase of the project.

CONSULTANT will coordinate with the Florida Department of Transportation (FDOT) during this task to collect relevant data about their drainage system.

Task 3 – Regulatory Permitting Assistance

CONSULTANT will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. KHA will address up to two (2) rounds of reasonable comments for the regulatory agency submittals identified below. Any plan revisions or comments that are required due to a significant design change by the CITY shall result in an additional service.

1. **Broward County Environmental Protection and Growth Management Department (BCEPGMD)**-Surface Water License
2. **Broward County Traffic Engineering Division**-pavement marking and signage
3. **FDOT**-Drainage connection

The regulatory agencies typically complete their initial review within 30 calendar days after the permit submittal. The required permit approvals must be obtained from the regulatory agencies prior to submitting the 100% Design Documents to the CITY. All work under this task will be billed on a lump sum basis.

No other agency approvals are included in this scope of services other than those identified above. KHA does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the CITY. KHA is not responsible for extending time limited entitlements or permits. KHA can provide hourly additional services to file for extensions, if applicable, provided the CITY issues a direct written request for each requested entitlement, prior to the dates of expiration. The CITY shall provide all permit fees.

Task 4 – 100% Design Documents

CONSULTANT will prepare and submit 100% design documents for SW 29th Terrace Stormwater Improvements to the CITY for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plans
- Stormwater Plans
- Paving and Grading Plans
- Pavement Markings and Signage Plans
- Landscape Restoration and other Relevant Detail Plans
- Technical Specifications
- Opinion of Probable Cost
- Bid Schedule

CONSULTANT will submit the 100% Design Documents to the CITY for incorporation into the bidding documents after receipt of all permit approvals.

Task 5 – Bidding Assistance

For clarity Phase 1: Griffin Road bidding services will be performed as part of the original contract, Phase 2: SW 31st Avenue/SW 29th Terrace, Phase 3: SW 29th Way/SW 29th Avenue/SW 51st Street, and Phase 4: SW 28th Terrace.

Task 5.1 – Phase 2: SW 31st Avenue/SW 29th Terrace

CONSULTANT will assist the CITY with the preparation of the bid advertisement and bid documents for **Phase 2: SW 31st Avenue/SW 29th Terrace**. CONSULTANT will attend the Pre-BID Meeting and will answer questions and clarifications from potential bidders that are technical in nature. CONSULTANT will respond to written questions requesting clarification of the technical documents for this project. The CITY shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

CONSULTANT will review the final bid results and make a recommendation for bid award. CONSULTANT will evaluate the qualification and prior project conformance of the low bidder. CONSULTANT will prepare and submit a bid recommendation letter to the CITY. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

Task 5.2 – Phase 3: SW 29th Way/SW 29th Avenue/SW 51st Street

CONSULTANT will assist the CITY with the preparation of the bid advertisement and bid documents for **Phase 3: SW 29th Way/SW 29th Avenue/SW 51st Street**. CONSULTANT will attend the Pre-BID Meeting and will answer questions and clarifications from potential bidders that are technical in nature. CONSULTANT will respond to written questions requesting clarification of the technical documents for this project. The CITY shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

CONSULTANT will review the final bid results and make a recommendation for bid award. CONSULTANT will evaluate the qualification and prior project conformance of the low bidder. CONSULTANT will prepare and submit a bid recommendation letter to the CITY. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

Task 5.3 – Phase 4: SW 28th Terrace.

CONSULTANT will assist the CITY with the preparation of the bid advertisement and bid documents for **Phase 4: SW 28th Terrace**. CONSULTANT will attend the Pre-BID Meeting and will answer questions and clarifications from potential bidders that are technical in nature. CONSULTANT will respond to written questions requesting clarification of the technical documents for this project. The CITY shall be responsible for bid advertisement, distribution of

bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

CONSULTANT will review the final bid results and make a recommendation for bid award. CONSULTANT will evaluate the qualification and prior project conformance of the low bidder. CONSULTANT will prepare and submit a bid recommendation letter to the CITY. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

Task 6 – Limited Construction Phase Services

For clarity Phase 1: Griffin Road Limited Construction Phase Services will be performed as part of the original contract, Phase 2: SW 31st Avenue/SW 29th Terrace, Phase 3: SW 29th Way/SW 29th Avenue/SW 51st Street, and Phase 4: SW 28th Terrace.

Task 6.1 – Phase 2: SW 31st Avenue/SW 29th Terrace

The following scope is based on a six (6) month construction duration and on the post design hours shown below for this task.

- The CONSULTANT will attend and prepare minutes for a pre-construction meeting. One meeting will be scheduled for the project.
- The CONSULTANT will review shop drawings, and submittals to determine compliance with the drawings and specifications and recommend submittal action to the CITY.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Site visits will be performed by the CONSULTANT's inspector. Two (2) site visit per month estimated at three (3) hours per visit. Assume twelve (12) site visits. The CONSULTANT will provide site reports for each visit.
- The CONSULTANT shall provide written responses to RFIs. Assumes 1 RFI per month.
- The CONSULTANT shall assist the CITY with review of the Contractor's request for payments and provide comments and/or recommendations. Assume 6 request for payment packages. This scope of work does not include assisting the CITY with preparation or submittal of reimbursement packages associated with the Hazard Mitigation Grant Program (HMGP) DR-4337-334-R, the Florida Division of Emergency Management, or the Federal Emergency Management Agency (FEMA).
- Once the Contractors advise that their project is substantially complete, the CONSULTANT will participate in a substantial completion walk through and prepare a project punch list.
- Once the Contractors advise that the project punch list is complete, the CONSULTANT will participate in a final completion walk through to confirm items have been addressed.
- The CONSULTANT will coordinate permit closeout processes for the agencies list in Task 3 above.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other

persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

All work under this task will be billed on a lump sum basis.

Task 6.2 – Phase 3: SW 29th Way/SW 29th Avenue/SW 51st Street

The following scope is based on a six (6) month construction duration and on the post design hours shown below for this task.

- The CONSULTANT will attend and prepare minutes for a pre-construction meeting. One meeting will be scheduled for the project.
- The CONSULTANT will review shop drawings, and submittals to determine compliance with the drawings and specifications and recommend submittal action to the CITY.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Site visits will be performed by the CONSULTANT's inspector. Two (2) site visit per month estimated at three (3) hours per visit. Assume twelve (12) site visits. The CONSULTANT will provide site reports for each visit.
- The CONSULTANT shall provide written responses to RFIs. Assumes 1 RFI per month.
- The CONSULTANT shall assist the CITY with review of the Contractor's request for payments and provide comments and/or recommendations. Assume 6 request for payment packages. This scope of work does not include assisting the CITY with preparation or submittal of reimbursement packages associated with the Hazard Mitigation Grant Program (HMGP) DR-4337-334-R, the Florida Division of Emergency Management, or the Federal Emergency Management Agency (FEMA).
- Once the Contractors advise that their project is substantially complete, the CONSULTANT will participate in a substantial completion walk through and prepare a project punch list.
- Once the Contractors advise that the project punch list is complete, the CONSULTANT will participate in a final completion walk through to confirm items have been addressed.
- The CONSULTANT will coordinate permit closeout processes for the agencies list in Task 3 above.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

All work under this task will be billed on a lump sum basis.

Task 6.3 – Phase 4: SW 28th Terrace.

The following scope is based on a six (6) month construction duration and on the post design hours shown below for this task.

- The CONSULTANT will attend and prepare minutes for a pre-construction meeting. One meeting will be scheduled for the project.

- The CONSULTANT will review shop drawings, and submittals to determine compliance with the drawings and specifications and recommend submittal action to the CITY.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Site visits will be performed by the CONSULTANT's inspector. Two (2) site visit per month estimated at three (3) hours per visit. Assume twelve (12) site visits. The CONSULTANT will provide site reports for each visit.
- The CONSULTANT shall provide written responses to RFIs. Assumes 1 RFI per month.
- The CONSULTANT shall assist the CITY with review of the Contractor's request for payments and provide comments and/or recommendations. Assume 6 request for payment packages. This scope of work does not include assisting the CITY with preparation or submittal of reimbursement packages associated with the Hazard Mitigation Grant Program (HMGP) DR-4337-334-R, the Florida Division of Emergency Management, or the Federal Emergency Management Agency (FEMA).
- Once the Contractors advise that their project is substantially complete, the CONSULTANT will participate in a substantial completion walk through and prepare a project punch list.
- Once the Contractors advise that the project punch list is complete, the CONSULTANT will participate in a final completion walk through to confirm items have been addressed.
- The CONSULTANT will coordinate permit closeout processes for the agencies list in Task 3 above.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

All work under this task will be billed on a lump sum basis.

Task 7 – Miscellaneous Services

Miscellaneous services as requested by the CITY outside of items defined within the scope above, including but not limited to additional engineering services, geotechnical services, environmental services, permitting and additional construction phase services. All work under this task will be billed on an hourly not to exceed basis.

Task 8 – PJ Meli Park Coordination and analysis

It is our understanding that the CITY has an existing contract with Woolpert for the design of PJ Meli Park. At the CITY's request, the CONSULTANT may be asked to coordinate directly with Woolpert regarding the park improvements. Woolpert is expected to design and implement its own stormwater management system for the proposed park improvements. However, the CITY may request the CONSULTANT to evaluate the feasibility of allowing a limited discharge from the park's system into the CITY's neighborhood drainage network. If such coordination is requested, the CONSULTANT will perform up to two (2) stormwater modeling scenarios incorporating the additional discharge volume from the park. These models will assess the potential downstream impacts on pipe sizing within both the CITY's roadway drainage system and the adjacent FDOT system.

To avoid rework of the drainage design analysis and preparation of plans, the CITY must provide the CONSULTANT with the necessary discharge volume information prior to any modeling efforts. The CONSULTANT assumes Woolpert will be responsible for obtaining the necessary stormwater permit from the Broward County Surface Water Management Division for the onsite stormwater volume generated by the park improvements.

Additional Services

The CONSULTANT will provide, as requested and authorized by the CITY, additional services that may be required above and beyond those described in Tasks 1 through 6. These services may include but are not limited to such items as the following:

- Attendance at Progress Meetings during construction
- Post Design services beyond the anticipated six (6) month construction duration
- Drainage Well (Gravity or Pressurized) or stormwater pump station design is not included in scope of services.
- Raising existing roadway elevations is not included in the scope of services.
- Drainage modeling will only be provided for the areas within the Project limits.
- The CITY will provide all required permit fees.
- The selected contractor will be responsible for obtaining any City of Dania Beach Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City of Dania Beach Building Permit. CONSULTANT will only be responsible for reasonable revisions requested by the City of Dania Beach Building Department.
- The CITY will provide timely responses to information included within each submittal.
- The CITY shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- CONSULTANT will submit monthly invoices, which will be payable by CITY within 25 days.
- The CITY will reimburse CONSULTANT for any document reproduction costs for all submittals to regulatory agencies.
- Utility relocations not anticipated and therefore excluded from the scope of services.

Performance Schedule

The CONSULTANT shall provide the bidding and post design services based on bid dates, contract awards and General Contractor schedules.

Method of Compensation

The CONSULTANT will accomplish the services outlined in Tasks 1 through 6 for an additional Lump Sum Fee of **\$191,275.00**. Task 7 is a Miscellaneous Service amount for additional professional services if requested and authorized by the CITY. Task 8 is the PJ Meli Park Coordination and analysis fees if requested and authorized by the CITY. The following task items represent a breakdown of the proposed lump sum amount for reference:

Task 1 – Site Investigation	\$38,075.00
Task 2 – 90% Design Documents	\$39,800.00
Task 3 – Regulatory Permitting Assistance	\$20,790.00
Task 4 – 100% Design Documents	\$14,280.00
Task 5 – Bidding Assistance	
Task 5.1 – Phase 2: SW 31 st Avenue/SW 29 th Terrace	\$3,875.00
Task 5.2 – Phase 3: SW 29 th Way/SW 29 th Avenue/SW 51 st Street	\$3,875.00
Task 5.3 – Phase 4: SW 28 th Terrace	\$3,875.00
Task 6 – Limited Construction Phase Services	
Task 6.1 – Phase 2: SW 31 st Avenue/SW 29 th Terrace	\$22,235.00
Task 6.2 – Phase 3: SW 29 th Way/SW 29 th Avenue/SW 51 st Street	\$22,235.00
Task 6.3 – Phase 4: SW 28 th Terrace	\$22,235.00
Task 7 – Miscellaneous Services	\$25,000.00
Task 8 – PJ Meli Park Coordination and analysis	\$50,000.00
Proposed Fee	\$266,275.00

Closure

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-005, City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the Consultant. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the Consultant.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



George Balaban, P.E.
Vice President



City of Dania Beach Public Services Memorandum

DATE: 7/8/2025

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: AUTHORIZATION TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT WITH KIMLEY-HORN AND ASSOCAITES, INC. (KHA)
FOR SW 34TH COURT STORMWATER IMPROVEMENTS**

Request:

The Public Services Department (PSD) requests approval for a proposal from KHA for engineering services related to the SW 34th Court Stormwater Improvements, in an amount not to exceed \$114,395.00.

Background:

The City has identified two stormwater outfalls along SW 34th Court that are either failing or functionally inadequate and require replacement and improvement. One segment involves the removal and replacement of a collapsed outfall that is obstructed by sediment and root intrusion. Additionally, on the opposite side of the County-owned lake near SW 26th Terrace, the City has determined the need for a new outfall structure and drainage system. The property owner has provided verbal consent to enter into an easement agreement, allowing the City to install the necessary infrastructure on private property.

Budgetary Impact

Funding for this proposal will be appropriated from the Public Services "Prof. Services General" Account No. 403-38-01-538-31-10, in the amount of \$114,395.00.

Recommendation

The Public Services Department recommends approval of the attached proposal from Kimley-Horn and Associates, Inc. for professional services related to this critical infrastructure project.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PROFESSIONAL ENGINEERING DESIGN, BIDDING ASSISTANCE, AND LIMITED CONSTRUCTION SERVICES TO BE PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR THE SW 34TH COURT STORMWATER IMPROVEMENTS PROJECT, WHICH SERVICES SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED FOURTEEN THOUSAND AND THREE HUNDRED NINETY FIVE DOLLARS (\$114,395.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has identified critical stormwater infrastructure improvements needed along SW 34th Court to mitigate flooding and enhance drainage performance; and

WHEREAS, the proposed project includes the removal and replacement of pipe near the intersection of SW 24th Avenue, along with the design and installation of a new outfall system from SW 26th Terrace to a Broward County-owned lake; and

WHEREAS, the City has an existing Continuing Services Agreement for Professional Engineering Services through RFQ 20-005 with Kimley-Horn and Associates, Inc., and finds them qualified to perform the required services; and

WHEREAS, Kimley-Horn and Associates, Inc. has submitted a proposal to provide a complete scope of engineering services for the SW 34th Court Stormwater Improvements Project, including site investigations, topographic survey, subsurface utility verification, stormwater modeling and design plans, permitting assistance, bidding support, and limited construction phase services; and

WHEREAS, the proposal, which is attached as Exhibit “A” and incorporated into this Resolution by this reference, includes a fixed fee of \$104,395.00 for defined lump sum tasks and a contingency of \$10,000.00 for additional miscellaneous services to be performed on an hourly not-to-exceed basis if requested by the City; and

WHEREAS, the Public Services Department recommends that the City Commission authorize the project with KHA.

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 Work Order, issued under the CCNA Continuing Services Contract, with Kimley-Horn and Associates, Inc. for engineering design, bidding assistance, and limited construction services for the SW 34th Court Stormwater Improvements Project.

Section 3. That funding for professional engineering and design services in the amount of \$114,395.00 will be appropriated from the Public Services “Prof. Services General” Account No. 403-38-01-538-31-10.

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



June 26, 2025

Sean Schutten
Deputy Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**Re: SW 34th Court Stormwater Improvements
Scope of Services for Professional Engineering Design Services**

Dear Mr. Schutten:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "CONSULTANT" or "We"), in connection with the City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; RFQ 20-005 is pleased to submit this proposal to the City of Dania Beach, (hereinafter referred to as "CITY") to provide professional services. Our project understanding, scope of services, schedule, and fees are below.

SCOPE OF SERVICES

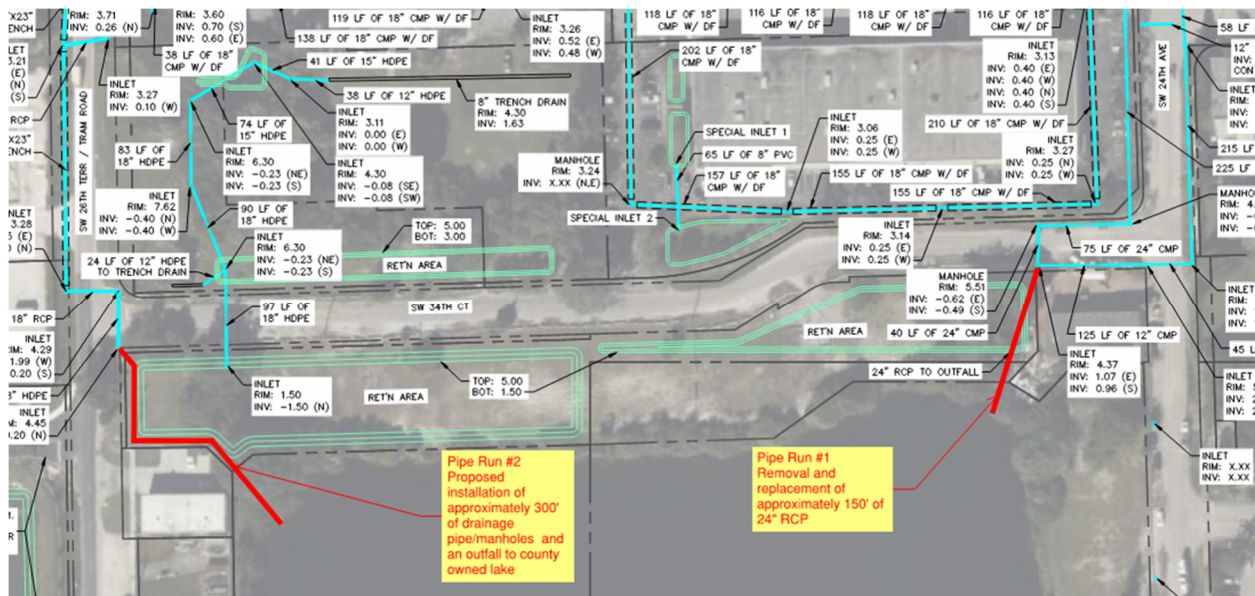
Kimley-Horn will provide the services specifically set forth below.

PROJECT UNDERSTANDING

The project area is located along SW 34th Court. At the CITY's request, the CONSULTANT will remove approximately 150 linear feet of failing 24-inch reinforced concrete pipe (RCP) drainage outfall near the intersection of SW 24th Avenue and SW 34th Court, identified as Pipe Run #1 in Figure 1.

Additionally, the CITY proposes the installation of a new drainage outfall pipe extending from the intersection of SW 26th Terrace and SW 34th Court to the existing Broward County-owned lake, identified as Pipe Run #2 in Figure 1.

The CONSULTANT will prepare construction documents for the recommended improvements within the project area. Services will include construction design documents, regulatory permitting assistance, bidding support, and limited construction phase services, as further detailed in the following sections of this scope.



Scope of Services

Task 1 – Site Investigation Task

Task 1.1 – Topographic Survey

The CONSULTANT will engage a sub-consultant (licensed surveyor) to prepare a topographic survey within the subject area along SW 34th Court within the proposed Pipe Run segments only.

- Obtain sufficient control monumentation, if available, to graphically depict limits of property. This is not a boundary survey.
- Locate above ground improvements include pavement, curbs, sidewalk, swales, berms, retention areas and above ground evidence of utilities. Obtain rim elevations and inverts of sewer and drainage structures. Utility locations will include fire hydrants, water valves, meter boxes, vaults and main irrigation valves. Individual sprinkler heads are not included.
- Obtain spot elevations on points of location and on approximate 50-foot grid with high and low points extending 5 feet east and west of existing walks within the limits.

The topographic survey will be in accordance with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes.

The CONSULTANT will coordinate directly with the surveyor to ensure the appropriate data is gathered during the completion of the topographic survey. CONSULTANT will review topographic data upon completion of the survey and provide the comments to the surveyor, if necessary. CONSULTANT will utilize the AutoCAD version of the topographic survey and establish the base plans for the project. All work under this task will be billed on a lump sum basis.

Two (2) sketch and legal descriptions are included in the scope of services.

Task 1.2 – Subsurface Utility Verification

The CONSULTANT will retain a subsurface utility engineering consultant to conduct up to 3 utility testholes to confirm the location of any existing underground utilities within the project limits. The completion of utility testholes will be necessary to avoid conflicts between the proposed underground improvements and existing underground utility infrastructure within the public right of way. CONSULTANT will review the utility testhole report upon completion and provide any comments to the subsurface utility engineering consultant, if necessary. CONSULTANT will incorporate the existing underground utilities into the base plans for the project based on the information included within the utility testhole reports. All work under this task will be billed on a lump sum basis.

Task 1.3 – Document Research/Review

The CONSULTANT will review readily available topographic surveys, atlas/as-built drawings, design drawings, record drawings, permit documents and/or master plans relevant to the project limits. CONSULTANT will use this information to determine and verify the configuration of existing conditions along with limitations on the proposed improvements. CONSULTANT will also review plat maps for the project areas to confirm the presence of utility easements. CONSULTANT will contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, CONSULTANT will coordinate directly with the utility providers with existing infrastructure within the project area to obtain any available system maps. CONSULTANT will incorporate the approximate location of the existing underground utilities into the design plans based on readily available drawings. All work under this task will be billed on a lump sum basis.

Task 1.4 – Project Site Visits

CONSULTANT will perform necessary site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CONSULTANT will walk the entire site within the project limits and obtain photographs of potential obstruction and encroachments that may impact the proposed improvements. CONSULTANT will conduct site visits to confirm the accuracy of the topographic survey and to identify potential impacts on the proposed improvements. As necessary, CONSULTANT will conduct site visits throughout the design process to review the existing conditions. All work under this task will be billed on a lump sum basis.

Task 2 - 90% Design Documents

CONSULTANT will prepare and submit 60% design documents for SW 34th Court Stormwater Improvements to the CITY for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plans
- Stormwater Plans

- Paving and Grading Plans
- Pavement Markings and Signage Plans (if necessary)
- Relevant Detail Plans
- Opinion of Probable Cost

Based on the best available information, the CONSULTANT will review the existing known outfalls associated with the County-owned lake to develop a stormwater model for analyzing the proposed Pipe Run #2. This model will be used to evaluate existing conditions within the project area, including peak flood stages, flood durations, and peak discharge rates.

The CONSULTANT will also use the model to assess the effectiveness of the proposed system improvements. This stormwater model will serve as a key tool during the permitting phase of the project to support regulatory review and approval.

Task 3 – Regulatory Permitting Assistance

KHA will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. KHA will address up to two (2) rounds of reasonable comments for the regulatory agency submittals identified below. Any plan revisions or comments that are required due to a significant design change by the CITY shall result in an additional service.

1. **Broward County Environmental Protection and Growth Management Department (BCEPGMD)-Surface Water License**
2. **City of Dania Beach**

The regulatory agencies typically complete their initial review within 30 calendar days after the permit submittal. The required permit approvals must be obtained from the regulatory agencies prior to submitting the 100% Design Documents to the CITY. All work under this task will be billed on a lump sum basis.

No other agency approvals are included in this scope of services other than those identified above. CONSULTANT does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the CONSULTANT. CONSULTANT is not responsible for extending time limited entitlements or permits. CONSULTANT can provide hourly additional services to file for extensions, if applicable, provided the CITY issues a direct written request for each requested entitlement, prior to the dates of expiration. The CITY shall provide all permit fees.

Task 4 – 100% Design Documents

CONSULTANT will prepare and submit 100% design documents for SW 34th Court Stormwater Improvements to the CITY for review and approval. All work under this task will be billed on a lump sum basis. The design documents for this task will include the following items:

- Existing Condition Plans
- Stormwater Plans
- Paving and Grading Plans
- Pavement Markings and Signage Plans

- Opinion of Probable Cost
- Bid Schedule

CONSULTANT will submit the 100% Design Documents to the CITY for incorporation into the bidding documents.

Task 5 – Bidding Assistance

CONSULTANT will assist the CITY with the preparation of the bid advertisement and bid documents for SW 34th Court Stormwater Improvements. CONSULTANT will attend the Pre-BID Meeting and will answer questions and clarifications from potential bidders that are technical in nature. CONSULTANT will respond to written questions requesting clarification of the technical documents for this project. The CITY shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

CONSULTANT will review the final bid results and make a recommendation for bid award. CONSULTANT will evaluate the qualification and prior project conformance of the low bidder. CONSULTANT will prepare and submit a bid recommendation letter to the CITY. CONSULTANT will complete this task according to the schedule defined by the CITY for the bidding process.

Task 6 – Limited Construction Phase Services

The following scope is based on a four (4) month construction duration and on the post design hours shown below for this task.

- The CONSULTANT will attend and prepare minutes for a pre-construction meeting. One meeting will be scheduled for the project.
- The CONSULTANT will review shop drawings, and submittals to determine compliance with the drawings and specifications and recommend submittal action to the CITY.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Site visits will be performed by the CONSULTANT's inspector. Two (2) site visit per month estimated at three (3) hours per visit. Assume up to eight (8) site visits. The CONSULTANT will provide site reports for each visit.
- The CONSULTANT shall provide written responses to RFIs. Assumes 1 RFI per month.
- The CONSULTANT shall assist the CITY with review of the Contractor's request for payments and provide comments and/or recommendations. Assume 4 request for payment packages. This scope of work does not include assisting the CITY with preparation or submittal of reimbursement packages associated with the Hazard Mitigation Grant Program (HMGP) DR-4337-334-R, the Florida Division of Emergency Management, or the Federal Emergency Management Agency (FEMA).
- Once the Contractors advise that their project is substantially complete, the CONSULTANT will participate in a substantial completion walk through and prepare a project punch list.

- Once the Contractors advise that the project punch list is complete, the CONSULTANT will participate in a final completion walk through to confirm items have been addressed.
- The CONSULTANT will coordinate permit closeout processes for the agencies list in Task 3 above.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

All work under this task will be billed on a lump sum basis.

Task 7 – Miscellaneous Services

Miscellaneous services as requested by the CITY outside of items defined within the scope above, including but not limited to additional engineering services, geotechnical services, environmental services, permitting and additional construction phase services. All work under this task will be billed on an hourly not to exceed basis.

Deliverables

CONSULTANT will provide the following deliverables at each submittal:

Design Documents:

- Three (3) half size (11" x 17") at each submittal
- One (1) digital copy (AutoCAD format) at each submittal
- One (1) digital copy (PDF format) at each submittal

Project Assumptions

- The CITY will provide all available topographic surveys, atlas/as-builts, record drawings, permit documents, reports and/or master plans relevant to the project area.
- This scope does not include any services required for easement or right-of-way acquisitions.
- Drainage Well (Gravity or Pressurized) or stormwater pump station design is not included in scope of services.
- Raising existing roadway elevations is not included in the scope of services.
- Geotechnical services will not be included in the scope of services. If one is needed at a later date, the miscellaneous budget could be used to obtain one from the subconsultant.
- An ALTA or title abstracted survey will not be included in the scope, only a specific survey will be included along with 2 separate sketch and legal descriptions for the proposed crossing through the private property.
- Drainage modeling will only be provided for the known discharge points into the Broward County lake.
- The CITY will provide all required permit fees.
- The selected contractor will be responsible for obtaining any City of Dania Beach Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City of Dania Beach Building Permit.

CONSULTANT will only be responsible for reasonable revisions requested by the City of Dania Beach Building Department.

- The CITY will provide timely responses to information included within each submittal.
- The CITY shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- CONSULTANT will submit monthly invoices, which will be payable by CITY within 25 days.
- The CITY will reimburse CONSULTANT for any document reproduction costs for all submittals to regulatory agencies.
- Reimbursable expenses for mileage for any site visits have been included in the lump sum fees.
- Additional reimbursable expense requested by the CITY outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, shall be invoices as defined in our contract agreement with the CITY.

PROJECT SCHEDULE

CONSULTANT will start work immediately upon receipt of Notice to Proceed and an official authorization from the City of Dania Beach.

Method of Compensation

Task	Task Description	Lump Sum Fees	Hourly NTE Fees
1	Site Investigation	\$29,915	N/A
2	90% Design Documents	\$29,200	N/A
3	Regulatory Permitting Assistance	\$12,990	N/A
4	100% Design Documents	\$14,280	N/A
5	Bidding Assistance	\$3,875	N/A
6	Limited Construction Phase Services	\$14,135	N/A
7	Miscellaneous Services	N/A	\$10,000
	Subtotal	\$114,395	\$10,000
Total		\$114,395	

Closure

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-005, City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the CONSULTANT. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the CONSULTANT.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



George Balaban, P.E.
Vice President



City of Dania Beach Community Development Memorandum

DATE: 7/8/2025

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
Claudia Viviana Batista, Planning & Zoning Manager

SUBJECT: VA-038-24: The applicant and property owner, SGM Development, Inc., is requesting a variance to waive the required sidewalk on the property located at 3951 Ravenswood Road.

Request:

To waive the required sidewalk to the west of the property, per Code Section 22-27(A) of the LDC.

Background:

Property Information:

EXISTING ZONING:	Industrial Research Office Marine Airport
Approach (IROM-AA)	
LAND USE DESIGNATION:	Industrial (I)
SITE ACREAGE:	68,018 SF (1.56 acres)
EXISTING USE:	Warehouses
VIOLATIONS ON THE PROPERTY:	No open violations on the property.

Background:

The subject property is located west of Ravenswood Road, south of SW 39 Street. It was vacant for more than 20 years. On November 12, 2019, the applicant received Site Plan approval from the City Commission to develop three (3) individual buildings, providing a total of 6,000 square feet of storage, 1,880 square feet of showroom, and 13,533 square feet of service repair.

While the development is completing the construction of the site, the originally approved site plan conflicts with the Paving, Grading, and Drainage plan prepared by the Civil Engineer. The area planned for the sidewalks needs to be dedicated to drainage swales and outlet structures to comply with the requirements of the Broward County Surface Water Department. Approval of the requested variance to waive the Code of Ordinance requirement allows for the dedication of the swales for drainage structures approved under the Surface Water Management license issued on April 9, 2021.

VARIANCE

The Code of Ordinance requires the owner of property abutting public streets to construct, maintain, and repair sidewalks in front of abutting public streets when a substantial improvement occurs. This section of the Code intends to create a pedestrian network throughout the city.

The property received approval for the development in 2019, making this Code requirement a condition of approval. The applicant intends to install sidewalks on the east side of the property (facing Ravenswood) but requests the variance to waive this requirement on the west side of the property (facing SW 22nd Ave) since it is a dead end and does not have pedestrian traffic. In addition, the Broward County DEP has mandated that the swales be dedicated for drainage structures subsequent to the site plan approval. Public Services supports this request.

Section 625 of the City's LDC states, that the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criterion, the applicant's justification statement is provided, as well as the Community Development staff's findings in *italics*.

1. "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: SW 22nd Avenue is a dead end. The only traffic on this street would be from Outboard Dynamics. Therefore, there is no purpose in installing a sidewalk to the west of the property since the property is last on the street. The request to waive the sidewalk requirement is to accommodate drainage structures. The applicant is proposing to install sidewalks on the east side of the property facing Ravenswood Road, which has higher traffic and pedestrian activity. *Community Development staff agree with this assessment. The applicant is proposing to build sidewalks on the east side of the property to meet the basic intent of pedestrian connectivity where it is really needed.*

2. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The requested variance for waiver of the sidewalk requirements demonstrates compatibility with surrounding land uses, ensuring it harmonizes well with the existing community fabric. The property to the north does not have a sidewalk facing SW 22nd Avenue nor facing SW 39th Street, and the property across to the west is vacant. Since there is no pedestrian activity to the north or the west side of the property, the installation of sidewalks would not service anybody and would create a burden since the requirement from the Broward County DEP is not to have any structures on the swale to allow proper drainage.

Community Development staff finds the request is compatible with the surrounding land uses in this area. The zoning in the area is industrial.

3. "That the requested variance is consistent with, and in furtherance of, the goals, objectives, and policies of the adopted Comprehensive Plan, as amended from time to

time, and all other similar plans adopted by the city.”

Applicant: The requested Variance aligns with the Goals, Objectives, and Policies outlined in the Comprehensive Plan and other relevant city plans. It supports the strategic vision for development following the Broward County Trafficways Plan by installing sidewalks facing a collector road and providing a pedestrian network where needed.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives, and Policies of the Dania Beach Comprehensive Plan, especially with policies in Objective I, Policy 6.1.6.1 Conservation Element: Continue to adhere to the standards of the Broward County Water Management Division and South Florida water Management Division with regard to drainage.

4. “That the plight of the petitioner is due to unique circumstances of the property or the petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.”

Applicant: The petitioner's request for a variance is justified due to the unique circumstances of the Broward County DEP request to accommodate drainage swales. No other structure is allowed to avoid interference with the drainage system. In addition, if sidewalks were to be installed on the west of the property, they would not connect to any other road since it is a dead end.

Community Development staff confirms that the circumstances are unique and the request will render conformity to the surrounding area.

5. “That the variance requested is the minimum variance that is necessary to afford relief to the petitioner while preserving the character, health, safety, and welfare of the community.”

Applicant: This is the minimum request that will afford relief from the present situation. The proposed waiver of the sidewalk installation requirement will allow the installation of proper drainage systems and create pedestrian connectivity where needed, and is not existent to the east of the property. Granting this variance upholds the health, safety, and welfare standards of the neighborhood.

In order for the applicant to build the detached garage, the variance requested is the minimum variance necessary.

COMMUNITY OUTREACH

On October 16, 2024, the owner sent notices to nearby properties of the subject property notifying the proposed development. No objections to the project have been received by the City.

COMPREHENSIVE PLAN

This application supports the Comprehensive Plan by furthering the following goals:

Future Land Use Element

- *Policy 1.1.5.1* Encourage development to enhance the tax base of the community.
- *Policy 2.4.4.6* Continue to improve the community appearance qualities of the new

development, which will enhance and help to preserve existing neighborhoods.

Conservation Element

- *Policy 6.1.6.1: Continue to adhere to the standards of the Broward County Water Management Division and South Florida Water Management Division with regard to drainage.*

Budgetary Impact

N/A

Recommendation

The requested Variance meets the Land Development Code criteria. Therefore, Community Development is recommending approval of the resolution.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST TO WAIVE THE SIDEWALK INSTALLATION REQUIREMENT OF SECTION 22-27, OF THE CITY'S CODE ORDINANCES (VA-038-24) SUBMITTED BY THE APPLICANT/PROPERTY OWNER, SGM DEVELOPMENT, INC., FOR PROPERTY LOCATED AT 3951 RAVENSWOOD ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the Land Development Code (the "LDC") Part 6 "Development Review Procedures And Requirements," Article 625, "Variances" of the City Code of Ordinances (the "City Code"), the property owner, SGM Development, Inc. (the "Applicant"), applied to the City of Dania Beach (the "City") for approval of the variance (VA-038-24) for property located at 3951 Ravenswood Road, legally described on Exhibit "A" and incorporated by this reference; and

WHEREAS, Chapter 28, Part 6 of the LDC Section 625-40 states that the City Commission may grant a variance based on its determination that the Applicant has demonstrated that the criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant proposes to delete the sidewalk on the west side of the property along SW 22nd Avenue per section 22-27 of the City's Code of Ordinance; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City's Staff Report analyzes the applicant's request based on the variance criteria and supports the Applicant's request and is incorporated by reference herein as the City's findings of fact; and

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

WHEREAS, the City Commission found that the Variance (VA-038-24) request is consistent with the City's Comprehensive Plan and Land Development Code and will protect the public health, safety, and welfare of the residents of the city, and further the purpose, goals, objectives, and policies of the Comprehensive Plan.

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution by this reference.

Section 2. That pursuant to Chapter 28, “Land Development Code”, Part 6” Development Review Procedures and Requirements,” Article 625 “Variances” the variance application (VA-038-24) is approved consistent with the Site Plan provided in Exhibit “B”.

Section 3. That the Planning & Zoning Division Staff Report prepared for the above application(s) is incorporated into this resolution as findings of fact.

Section 4. That pursuant to Section 625-500 “Expiration of Variances,” of the Land Development Code, the variance (VA-038-24) shall automatically expire and become null and void unless the applicant files a complete building permit application with construction drawings for the improvements shown on the site plan, within eighteen (18) months from the date of this Resolution.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for the issuance of the permit if the applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 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 take effect ten (10) days after passage and adoption.

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

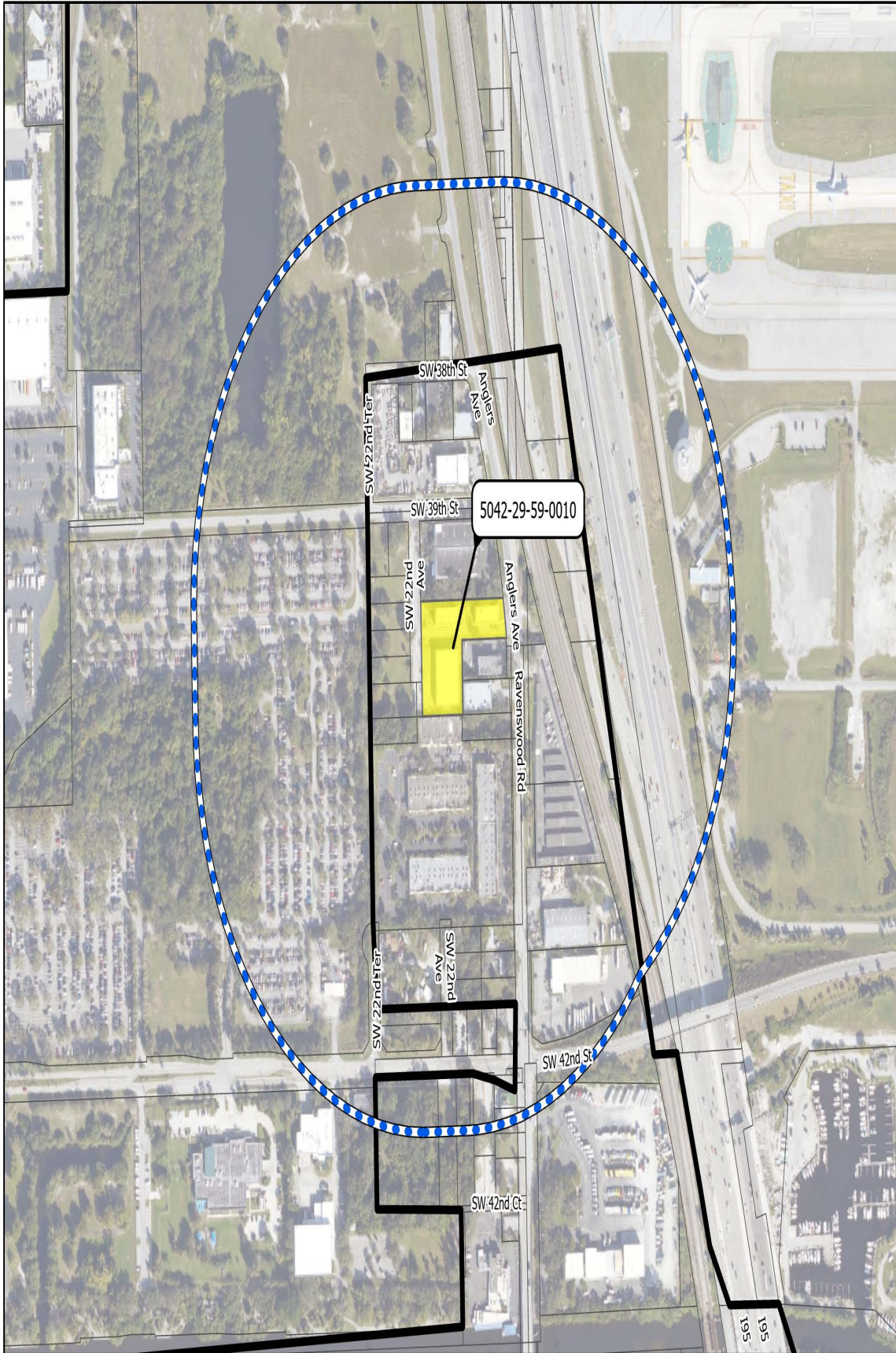
JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

"OUTBOARD DYNAMICS" 183-454 B PARCEL A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

APPLICATION:
VA-038-24

FOLIO:
5042-29-59-0010

ADDRESS:
3951 Ravenswood Rd

REQUEST:
Variance

Legend

-  Dania Beach Boundary
-  Proposed Parcel
-  Parcels
-  1,000 ft Buffer



Date: 6/10/2025

When Printed on 8 1/2" x 11"
1 inch equals 500 feet



 Florida Technical Consultants



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____

RECEIVED
SEP 17 2024
VA-038-24

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 3951 Ravenswood Rd

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: OUTBOARD DYNAMICS" 183-454 B PARCEL A

Folio Number(s): 504229590010 Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) _____

Address of Applicant: 1101 E Broward Blvd Fort Lauderdale FL 33301

Business Telephone: 954-527-0577 Home: 954-305-2592 Fax: _____

E-mail address: sgmoraitis@bellsouth.net

Name of Property Owner: SGM Development, Inc.

Address of Property Owner: 1101 E Broward Blvd Fort Lauderdale FL 33301

Business Telephone: 954-527-0577 Home: 954-305-2592 Fax: _____

Explanation of Request: Eliminate Proposed Sidewalk Along SW 22nd Ave.

Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: 1.56 Gross Acreage: 1.61 Prop. Square Footage: 21,413

Existing Use: Vacant Proposed Use: Service & Repair/Warehouse

Is property owned individually, by a corporation, association, or a joint venture? Individually

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.

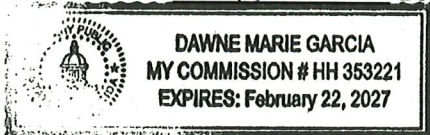
I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: Stat Martin
(Owner / Agent signature*)

BEFORE ME THIS 8 DAY OF August, 2024

By:

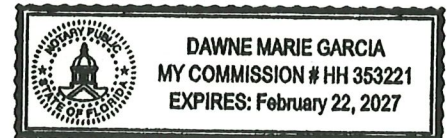


(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of FL)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**



The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Property Assessment Values

2024* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$2,310,740	\$2,310,740	\$2,310,740	\$2,310,740
Portability	0	0	0	0
Assessed/SOH	\$2,018,500	\$2,310,740	\$2,018,500	\$2,018,500
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$2,018,500	\$2,310,740	\$2,018,500	\$2,018,500

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

623735

Issuing Office File Number:

S. Moraitis-Parcel 1127

Parcel 1:

The North 1/2 of Lot B, of RAVENSWOOD HEIGHTS per plat recorded in Plat Book 31, page 6 of the Public Records of Broward County, Florida; Less and Except a portion therefrom, as described as follows:

COMMENCE at the Southeast corner of the Northeast 1/2 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1122.33 feet; thence South 88°35'45" West 35.00 feet to the Northeast corner of said Lot B and the POINT OF BEGINNING; thence along the North line of said Lot South 88°35'45" West 30.84 feet to the Beginning of a curve concave Westerly having a radius of 2251.83 feet; thence from a tangent bearing of South 10°07'17" East run Southeasterly along said curve 97.82 feet through a central angle of 02°29'20" to the end of said curve; thence North 88°36'41" East 18.17 feet to the East line of said Lot B; thence along said East line North 01°26'01" West 96.98 feet to the POINT OF BEGINNING,

Parcel 2:

The West 204 feet of the East 454 feet of the North 82.75 feet of the South 257.75 feet of Tract 2, Block 1, of Plat of SECTIONS 28, 29, 31, AND 32, being in Section 29, Township 50 South, Range 42 East. according to the Plat thereof, recorded in Plat Book 2. at Page 32, of the Public Records of Miami-Dade County, Florida; Reserving an easement over the West 25 feet thereof for road Right-of-Way; Said lands situate, lying and being in Broward County, Florida.

Parcel 3:

The South one-half of Lot C, of RAVENSWOOD HEIGHTS, according to the Plat thereof, as recorded in Plat Book 31, page 6, of the Public Records of Broward County, Florida.

Parcel 4:

The North one-half of Lot C, of RAVENSWOOD HEIGHTS, according to the Plat thereof, as recorded in Plat Book 31, page 6, of the Public Records of Broward County, Florida.

Parcel 5:

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

623735

Issuing Office File Number:

S. Moraitis-Parcel 1127

Lot D, of RAVENSWOOD HEIGHTS, according to the Plat thereof, as recorded in Plat Book 31,
page 6, of the Public Records of Broward County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Outboard Dynamics
Variance Request
Eliminate Sidewalk Along 22nd Ave.
Justification Statement

We justify the request to eliminate the 22nd Ave. Sidewalk as follows

- The area of the proposed sidewalk contains swales and drainage structures which are required to meet Broward County storm water requirements. This plan was done and submitted to Broward County prior to the site plan being revised to show a sidewalk. Broward County had no reason to see the site plan, just the PGD plans. The City approved 2 conflicting drawings, a Site Plan with the sidewalk and the civil plans, which never showed the sidewalk.
- The proposed sidewalk would “dead end” to the south at the edge of the Outboard Dynamics project. SW 22nd Ave. is a dead end road at the south side of Outboard Dynamics. It dead ends into an existing building and cannot be extended. The proposed sidewalk is west of the parking and would not benefit the building users and would have no benefit to any of the surrounding buildings, none of which have sidewalks.
- The property to the north of Outboard Dynamics, which extends along SW 22nd Ave. to SW 39th St. has no sidewalk.

Sec. 625-40. - Variance review criteria; city action.

- (1) That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city;

Sidewalk will be installed where possible, i.e. along Ravenswood Rd.

- (2) That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community;

The deleted sidewalk is on the west side of the project along SW 22nd Ave. 22nd Ave dead ends at the southern side of the project. The existing building directly north of the project has no sidewalk along 22nd Ave.

- (3) That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city;

Sidewalk is being installed where possible, i.e along Ravenswood Rd.

- (4) That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome; and

The area designated for sidewalk as shown on the original approved site plan (done by the Architect) conflicts with the Paving, Grading & Drainage plan prepared by the Civil Engineer. The drainage swales and outlets as shown on the Civil plans, (in the area where the sidewalks are shown on the Site Plan) are necessary for the project to comply with the requirements of Broward County Surface Water and are as approved under Surface Water Management License No. SWM2021-016-0, which was approved by the County on 4-09-2021. The civil plans never showed the sidewalks along SW 22nd Ave. They are shown only on sheet SP-1. Due to the Broward County Surface Water requirements, there was never the ability to install sidewalks along SW 22nd. Ave. A plan was never presented to Broward County showing sidewalks along SW 22nd Ave.

5. That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.

Petitioner is installing code required sidewalk wherever possible

- (B) A request for a variance from Article 505, "Sign Regulations" shall be reviewed based on the criteria identified in section 505-180.
- (C) In granting any variance, the city commission or planning and zoning board, as applicable, may prescribe conditions and safeguards intended to mitigate potential adverse impacts from the variance and to ensure that the intent and purpose of the code is maintained. Violation of such conditions and safeguards shall be deemed a violation of this Code.

October 16, 2024

Re: Neighbor Outreach Notice

Address: 3951 Ravenswood Road

City of Dania Beach Petition Number: VA-038-24

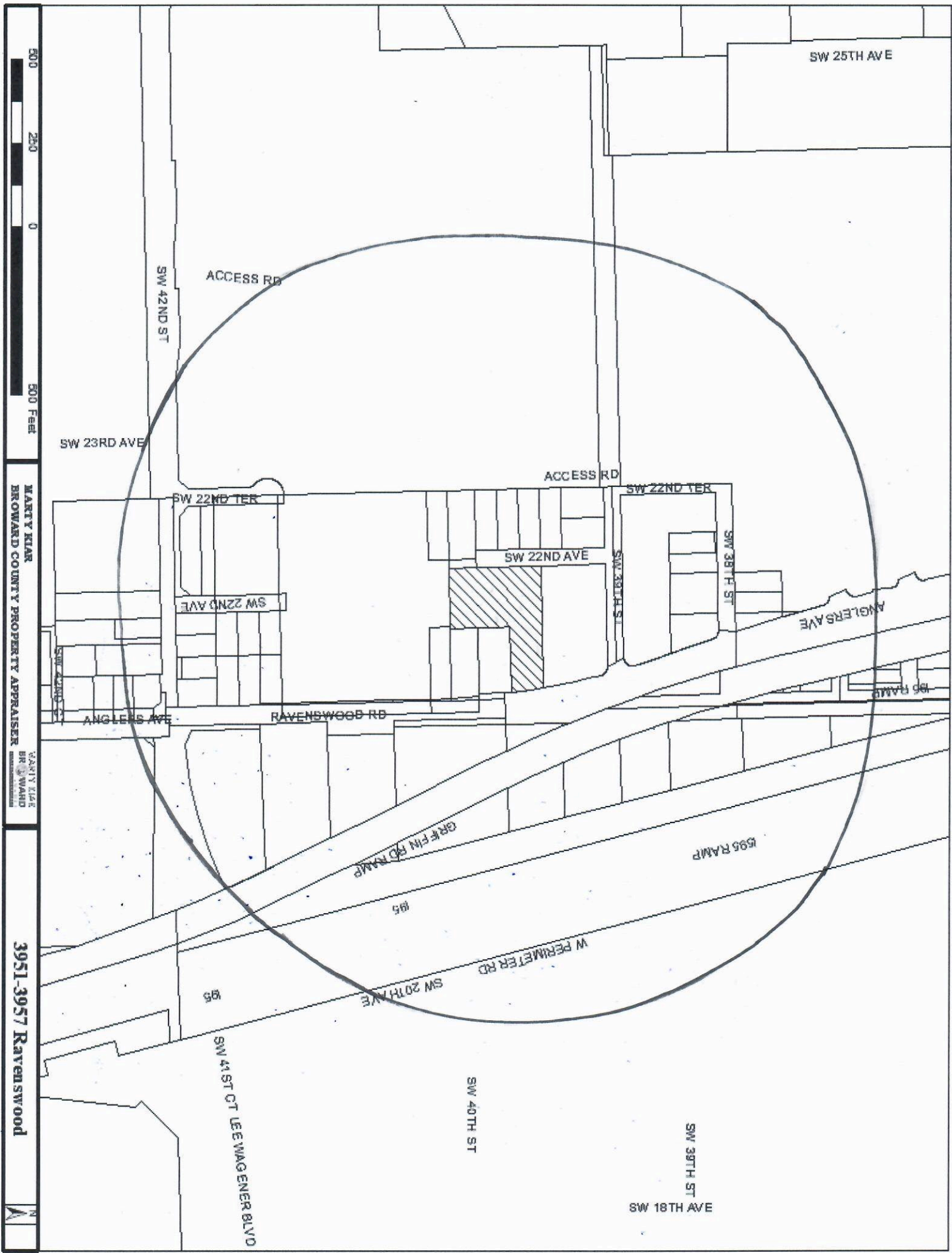
Dear Property Owner:

The purpose of this correspondence is to inform you that the property located at 3951 Ravenswood Road has filed a Variance application to remove the sidewalk on the West side of the property.

Please reach out to Stuart Moraitis, SGM Development, Inc, sgmoraitis@bellsouth.net, 954-527-0577, with any questions, concerns, or general input. The variance application can be made available upon request.

Sincerely,

Stuart Moraitis



SW 25TH AVE

ACCESS RD

SW 42ND ST

SW 23RD AVE

ACCESS RD

SW 22ND TER

SW 22ND TER

SW 22ND AVE

SW 22ND AVE

SW 38TH ST

ANGLERS AVE

ANGLERS AVE

RAVENSWOOD RD

GREEN RD RAMP

956 RAMP

W PERIMETER RD

SW 20TH AVE

SW 40TH ST

SW 39TH ST

SW 18TH AVE

SW 41ST CT LEE WAGENER BLVD

500
250
0
500 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER
MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

3951-3957 Ravenswood





AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

 I am the property Owner of the property identified below,

OR

X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), SGM Development Inc,
(Print Name of Property Owner)

for the property located at 3951-3957 Ravenswood Road (the "Property"), and this
(Address)

sworn statement pertains to the application for Variance

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) VA-038-24.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- Radius Map (1,000 feet)
 - A digital mailing list, and
 - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.
3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request the mailing package even earlier). The mailing date is 20 . I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s); and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing package, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)

Signature

Christina Mathews

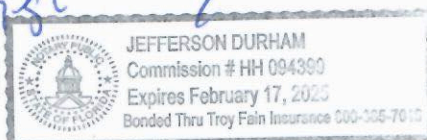
PRINT Name

Title

On September 18, 2024, personally appeared _____,
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
_____ his/her/their
identification.

NOTARY PUBLIC
State of Florida

My Commission Expires: 2-17-25





City of Dania Beach Community Development Memorandum

DATE: 7/8/2025

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director
Claudia Viviana Batista, Planning and Zoning Manager
Jessica Mackey, E.I., Planner

SUBJECT: SE-015-23: The applicant, 2750 Griffin Holdings, LLLP, is requesting a Special Exception to allow outdoor restaurant seating to be located at 2750 Griffin Road.

Request:

SPECIAL EXCEPTION

To allow outdoor restaurant seating where Code Section 110-200 permits outdoor restaurant seating without a Special Exception as long as it is an accessory use to an indoor restaurant, and provided it is not adjacent to a residential use or any property located within a residential zoning district.

Background:

PROPERTY INFORMATION:

EXISTING ZONING:	Planned Residential Development District (PRD-1)
LAND USE DESIGNATION:	Commercial (C)
SITE ACREAGE:	1.79 acres (77,767 Net SF)
EXISTING USE:	Mixed-use - Residential and Commercial

BACKGROUND

The subject property, Griffin Living, is a 1.79-acre parcel located on Griffin Road between SW 27th Terrace and SW 28th Avenue. The property has a mixed-use building with 79 residential rental units, three of which are vacation rentals, and two commercial establishments with active Business Tax Receipts on the bottom floor: a UPS store (DULU13 INC), and a full-service restaurant (Puya Urban Cantina LLC). A convenience store (SPLP Retail Group LLC) was recently issued a Certificate of Use, however, there is no active Business Tax Receipt for the establishment. An incoming café (Revivo Café LLC), boutique retail shop (Fringe Boutique Florida), and urgent care facility (MedPro Urgent Care) will also occupy the first floor; however, no Certificates of Use have been issued for Revivo and MedPro. Fringe Boutique Florida recently applied for their Business Tax Receipt. The site is surrounded by multifamily residential to the north, commercial uses to the east and west, and a single-family residential neighborhood to the south.

The site previously had a building for a restaurant, two smaller commercial buildings surrounded by parking. A psychic/tarot reading business occupied one of the buildings from 2016 to 2021. Palm American Grille/Mi Casa Su Casa restaurant had a Variance approved on August 10, 2010 to allow for the sale of alcohol less than 1000' from a church (**R-2010-123**). After the Palm American Grille restaurant closed, the Cielito Lindo restaurant later occupied the restaurant building from 2017 to 2018.

The site received approval by City Commission on August 25, 2020 for a Rezoning, Plat Note Amendment, Site Plan, Variance and allocation of seventy-five (75) flex units that were approved under **R-2020-093; O-2020-012; and R-2020-092**. The seventy-five (75) flex units increased the project's density from four (4) dwelling units to seventy-nine (79). The Rezoning application was to allow for the property to be rezoned from Community Business District (C-2) and Two-Family Residential District (RD-8000) to Planned Residential Development District (PRD-1). The Variance was to allow a five-foot (5') side setback adjacent to the residential property when the code required a fifteen-foot (15') setback per Land Development Code (LDC) Section 250-10 (B).

The site also had two Site Plan Modifications that were administratively approved with conditions on April 19, 2021, and September 22, 2022, respectively. The second modification was to allow for the access driveway to comply with the Fire Department access requirements.

The site recently applied for a Site Plan Modification and a Rezoning to include two additional single-family lots at the south of the property located at 4880 SW 28th Avenue and 4901 SW 27th Terrace. The Site Plan Modification approval will allow redevelopment of the two residential parcels to have a community pool, bath house, dog park, and bar-b-que area that will serve as accessory uses and amenities to the residential units. The Site Plan Modification is undergoing the Development Review Committee (DRC) review. Once complete, the application will be presented at a public hearing by the City Commission.

The parking supply was reviewed by the city staff. There are 121 on-site parking spaces. On August 29, 2024, a Shared Parking Easement Agreement was made between 2750 Griffin Living, LLLP and SDS Development & Trust, LLC at 2600-2620 Griffin Road, the property to the east where the Dollar Tree is located. The agreement states that the SDS Property has an excess of twenty-two (22) parking spaces, which is to be shared with the subject property. This brings the total available parking spaces to 143 parking spaces.

Parking requirements for existing and incoming uses were evaluated by staff and are listed in **Table 1**. Based on Certificates of Use, Business Tax Receipts, and building permit records, it was determined that 139 parking spaces are required per LDC 265-50. Parking reductions for mixed-use buildings were applied per LDC Section 265-90, which determined that a total of **139 minimum parking spaces are required**.

Table 1: Griffin Living Establishments and Parking Requirements

				Parking reductions for mixed-use development (per LDC Section 265-90)				
				Weekday			Weekend	
Business Name (Use Category)	Sq ft / # Units / CSA	Code Ratios	Minimum Parking Required LDC 265-50	Night Midnight to 6 a.m.	Day 9 a.m. to	Evening 6 p.m. to Mid-	Day 9 a.m. to	Evening 6 p.m. to Mid-

					6 p.m.	night	6 p.m.	night
Residential (one-bedroom multi-family)	79 units	One and one-half (1.5) per dwelling unit	79	79.0	79.0	79.0	79.0	79.0
Incoming MedPro Urgent Care (Medical Office)	3,751.0 SF	One (1) per two hundred (200) SF	18.8	0.9	18.8	0.9	0.9	0.9
UPS (Copy/printing shop)	1,201.7 SF	Copy/printing shop: One (1) per two hundred (250) SF	4.8	0.2	4.8	0.2	0.2	0.2
SPLF Retail Group LLC (Convenience store)	925.0 SF	One (1) per two hundred fifty (250) SF	3.7	3.7	3.7	3.7	3.7	3.7
Puya Urban Cantina (Restaurants, full-service)	1454.0 CSA	One (1) per forty (40) sf of CSA including open-air seating	36.4	3.6	25.4	36.4	25.4	36.4
Incoming Revivo Café (Restaurant, take out)	500 SF*	One (1) per 75 SF of CSA	6.7	0.7	4.7	6.7	4.7	6.7
Incoming Fringe Boutique Florida (Retail under 40k sq of GFA)	802.0 SF	One (1) per three hundred (300) SF	3.0	0.2	2.1	2.1	3.0	2.1
TOTAL**			153	89	139	129	118	129
Spaces Provided (121 on-site; 22 off-site):			143 spaces provided					

Note: Uses are based on Certificate of Use, BTR and Building Permit records as of 6/16/25

*Source: Permit #2024-00001904

**Total spaces are rounded up per LDC Section 265-50

SPECIAL EXCEPTION

The applicant is proposing to operate outdoor dining at the window/bar area of the Puya Urban Cantina

restaurant, facing Griffin Road, resulting in a total of 1,454 SF of Customer Service Area. There are 16 seats proposed. The City's LDC, Section 110-200, permits outdoor restaurant seating without a Special Exception approval as long as it is an accessory use to an indoor restaurant containing at least five hundred (500) square feet of gross floor area, and provided it is not adjacent to a residential use or any property located within a residential zoning district. There are two residential parcels adjacent to the south side of the property, thereby requiring a Special Exception. The nearest residential uses to the proposed outdoor dining area are multifamily properties that are approximately 115 feet north of Griffin Road.

Section 630-50(A) of the City's LDC states that the Planning and Zoning Board or City Commission, as applicable, shall review the application to determine whether the Special Exception use complies with the below criteria and may deny, approve, or approve the application with conditions. In issuing its decision to grant a Special Exception, the City may place more restrictive requirements and conditions on applicants than are provided in the code when the conditions are based upon site considerations and its use, and the potentially resulting impacts upon the surrounding area or zoning district where the subject property is located. Below are the criteria identified in LDC Section 630-50 (A), along with the applicant's justification and staff's analysis in italics.

1. That the use is permitted as a Special Exception use as set forth in the use regulations of Part 1 of this code.

Applicant: The outdoor seating and dining are permitted as a Special Exception use. Section 110-200 allows outdoor dining as an accessory use to an indoor restaurant that contains at least 500 square feet of gross floor area. The restaurant in question has over 500 square feet of gross floor area. However, because the property on which the restaurant is located is zoned PRD-1 and there are other residential properties adjacent to the PRD-1 Zoning a Special Exception is required.

*Community Development staff confirm that outdoor dining is permitted as a Special Exception use in the LDC. **The criterion is met.***

2. That the use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located.

Applicant: The proposed outdoor dining use will not cause a detrimental impact to the value of contiguous uses or to the Zoning District. The restaurant is located on the first floor of the Griffin Living project. This means that the restaurant is fronting and is closest to Griffin Road. The properties to the east and west of the Griffin Living Project are zoned C-2, Commercial uses. Those are the properties that are immediately adjacent, separated by a road, from the outdoor seating area. The residential properties that are near the actual use are behind the Griffin Living building. As a result, the building on the property will sufficiently buffer any residential use from the outdoor dining use. In addition, Section 110-200 of the Code mandates that music shall not be permitted to be performed or amplified within outdoor seating areas, and the Applicant/Owner is aware of this requirement. Being adjacent to Griffin Road with the existing building serving as a buffer means that there will be no detrimental impact to the value of existing contiguous uses.

*The restaurant is established and the use already exists. **The criterion is met.***

3. That the use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning.

Applicant: The use is compatible with the existing zoning on contiguous property and will also be compatible with the general character of the area. The property on which the proposed outdoor seating area is a mixed-use development that specifically allows a restaurant use. The proposed Special Exception is purely for the accessory outdoor seating area. Thus, in this case the outdoor dining area by its very nature is compatible with the existing uses.

In addition to the above, the outdoor dining area is proposed to be along Griffin Road. This is compatible with the existing uses because the frontage of Griffin Road in the surrounding area is all commercial zoning, which allows restaurant use. The general goal is to have a commercial and pedestrian-friendly throughfare along Griffin Road, a major arterial in the City, and having an outdoor seating area, which is accessory to a restaurant, will promote the general character of the area.

*The restaurant is established, therefore the use is compatible with the existing uses on contiguous property, general areas and zoning district. **The criterion is met.***

4. That adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities.

Applicant: There is landscaping to screen and buffer the use from Griffin Road. In addition, the overall development has sufficient landscaping to buffer the project from other potential incompatibilities. Significantly, the outdoor dining area is located adjacent to Griffin Road, which means the existing building provides more than sufficient screening to provide a buffer between the outdoor dining area and any adjacent uses or any potential incompatibilities.

*The Community Development Department agrees that landscaping and screening have been provided to buffer the outdoor dining from the residential uses north of the property. However, the existing conditions meet code requirements, and the existing building separates the outdoor dining from the neighborhood south of the property. **The criterion is met.***

5. That adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

Applicant: The Griffin Living site has adequate parking and loading to accommodate the accessory outdoor dining area, as the parking meets the requirements of the Code. In addition, the ingress and egress were approved as part of the original Griffin Living project approval and was approved by FDOT. The existing driveways and means of ingress and egress are not proposed to be modified as part of this request, as the outdoor dining area is accessory to the main restaurant use.

The Community Development staff agree that while the parking supply in conjunction with the off-site parking agreement meets the LDC, parking and traffic concerns raised by residents indicate that the shared parking agreement with the property at 2600-2620 Griffin Road is not functioning as intended and adequate parking has not been provided.

At the community outreach meeting, residents expressed concerns about restaurant customers parking on their swales and the need to stand outside of their properties to direct customers to the off-site parking location at Dollar Tree. Staff have requested the applicant to provide wayfinding signs

*directing customers to find additional parking at the Dollar Tree site and vice versa, which the application has agreed to do. **The criterion is met.***

6. That the use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety, and welfare of the community.

Applicant: The use will not have a detrimental environmental impact on any adjacent or contiguous property. The existing grease traps at the restaurant are sufficient to handle the outdoor accessory dining use, but the grease trap, the use will have no other environmental impacts as the use does not involve any environmental contaminants or materials.

*The Community Development staff agree with this statement. The restaurant use is established and meets LDC. **The criterion is met.***

7. That the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety, and welfare of the community.

Applicant: The use will not have a detrimental effect on vehicular or pedestrian traffic or parking conditions and will not generate or create traffic inconsistent with the welfare of the community. The accessory use of outdoor dining is located on the patio area of the Griffin Living project and will not have any impact on pedestrian movement or vehicular movement, especially since the patio area is far enough away from the roadway. In addition, the location of the accessory outdoor dining has no impact on pedestrian or vehicular movement, as the parking and location of the facility remain consistent with the indoor use. The traffic which could be deemed to be generated from this outdoor use is included as part of the plat and thus is already accounted for and will not cause any issues within the community. In addition, the site has adequate parking to address this accessory use.

The Community Development staff do not agree that the addition of the outdoor use will not have a detrimental impact on vehicular traffic or parking conditions based on traffic and parking concerns raised by residents with the current intensity of uses. As previously stated, residents at the community outreach meeting complained about customers parking on their swales and the need to stand outside of their properties to direct customers to the off-site parking location. Staff have requested the applicant to provide wayfinding signs directing customers to find additional parking at the Dollar Tree site and vice versa, which the applicant has agreed to do.

*Regarding pedestrian traffic, the location of the outdoor dining would not interfere or obstruct the sidewalk located along Griffin Road as the bar stools along the bar area window are completely within the walkway that is on site. Pedestrian access will occur via the parking lot at Griffin Living and the public sidewalk along Griffin Road that connects to the Dollar Tree site. No complaints were received regarding the increase in pedestrian activity. One resident noted that she enjoys seeing the increase in foot traffic in the area, therefore health, safety, and welfare of the community would not be negatively impacted. An increase in use intensity has the potential to exacerbate traffic and parking issues being experienced by neighboring residents. **The criterion is met.***

8. That the use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the site that would be hazardous or a nuisance.

Applicant: There are no turning movements that would be hazardous or a nuisance. The special exception is for an accessory outdoor dining. The overall project has been reviewed by a traffic engineer and by FDOT. The parking for the use is in the rear of the property which will utilize already existing means of ingress and egress. Since there are no new turning movements required for this use nor is there any need for changes to be made to ingress and egress the proposed use will not create any turning movements or access to public roads that would be either hazardous or a nuisance.

*Community Development staff agree with this statement. The existing restaurant use and the existing traffic circulation was were approved as the site plan meets LDC. **The criterion is met.***

9. That the use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan.

Applicant: The use will not have a detrimental effect on the future development of contiguous properties. There is no impact that accessory outdoor dining would have on the development of any future development, this is especially the case since there is not a distance separation requirement for accessory outdoor dining uses.

*Community Development staff agree with this statement. **The criterion is met.***

10. That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located **on** contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character.

Applicant: The use will not result in the creation of incompatible noise, lights, or any other noxious or nuisance uses. The outdoor dining is located adjacent to Griffin Road, and thus any lights or customer noise will be buffered by either the roadway or the existing building. In addition, the City Code prohibits amplified music in the outdoor dining area. This means that any noise, lights, or other type of activities will not impact any adjacent property.

*Community Development staff agree with this statement. The outdoor dining area is a small strip of outdoor dining directly adjacent to the building and a major arterial. **The criterion is met.***

11. That the use will not overburden existing public services and facilities.

Applicant: The accessory outdoor dining use will not overburden existing services and facilities. There is more than enough capacity for both water and sewer for the accessory dining, and no additional items (such as grease traps) need to be included in the building plans to accommodate the use.

Furthermore, the area of the accessory outdoor seating is minor, such that the minimum trips are generated from the use, thereby meaning that roadway concurrency is also satisfied. This is especially the case as the accessory outdoor dining is compliant with the plat note for the Griffin Living Plat.

*Community Development staff agree with this statement. **The criterion is met.***

Community Outreach

The applicant conducted a community meeting on Tuesday, June 3, 2025, at the PJ Meli Community Center. Eighteen (18) residents attended. Residents were provided two 8.5x11" sheets that included the site plan and a location map. The applicant explained the three (3) ongoing applications for the site: the Special Exception for outdoor dining to be heard at the July City Commission meeting. The Special

Exception application would need to be approved by the City Commission per Land Development Code. The outdoor dining would occur along Griffin Road, and not in the rear or on the sides of the buildings. The following were major topics that were discussed, some of which pertained to the Site Plan Modification application:

- *Several residents complained that the site plan provided on the 8.5"x11" sheets were too small for them to see. Rod said he would email it to the residents.*
- *Overflow parking was a major concern for several residents. The applicant explained the Shared Parking Easement Agreement with the Dollar Tree site. One resident said there is a shortage of parking at the Dollar Tree and some debate occurred on the nights that the sites are busiest. Residents noted congestion and the use of side streets like SW 27th Terrace and SW 26th Terrace because one cannot turn on Griffin to go west. They also said there isn't enough room for the parked vehicles to turn around at the concrete parking lot on 4901 SW 27th Terrace site, a property that is owned by the Griffin Living that is being used as a study room for a Rabbi according to the representative. One resident complained about several cars parked in front of the 4901 SW 27th Terrace and wanted the area enclosed to prevent parking from occurring there. Another asked whether the gravel parking lot on 4880 SW 28th Avenue would be used for parking on the site and the applicant indicated that it would not be because that location would be the dog park.*
- *Delivery trucks for the Dollar Tree sometimes block Griffin Road. Amazon and UPS deliveries sometimes block the local roads for deliveries.*
- *The applicant indicated the development would have a shuttle from the Dollar Tree to Griffin Living. One resident asked whether the shuttle would use local streets since vehicles cannot go west on Griffin Road.*
- *Complaints were made about noise from a recent event that took place at 4901 SW 27th Terrace as well as noise from drums and processions. Residents were assured that these events will not recur. The applicant said the building is used as a study room for a rabbi and the existing structure would be a bathhouse with changing rooms and lockers. One resident asked if there would be a large gathering space inside the building and the applicant indicated there would not be.*
- *There were also concerns about public use of the bathhouse/temple, but the applicant emphasized these are not intended for public or rental use as they would be accessory use to the residents in the building.*
- *Some residents believe flooding has worsened since the Griffin Living development. One resident said that the rainwater from the roof goes to the street.*
- *One resident asked if the proposed pool lights would be on at night and the applicant indicated they would be off by 9 PM.*
- *A discussion regarding the increase in traffic on local streets, speeding vehicles on Griffin Road, the need for traffic signals to go west on Griffin Road, and traffic calming with speed tables came up.*

Following the meeting, staff received emails from two residents raising concerns about overflow parking in their neighborhood as well as parking that is occurring in front of the concrete area at 4901 SW 27th Terrace. One resident provided photos of vehicles parked on the swales and said that. One resident had concerns about the speed tables obstructing their access to Griffin Road.

A detailed summary from the applicant as well as correspondence from residents is provided as backup.

Comprehensive Plan

This application supports the Comprehensive Plan by furthering the following goals:

Future Land Use Element

- *Policy 1.1.5.1* Encourage development to enhance the tax base of the community.
- *Policy 1.1.5.5* Commercial, office, employment center, and industrial land uses will be identified in accordance with the Comprehensive Plan.
- *Policy 1.1.10.2* The permitted uses of the Comprehensive Plan shall permit the mixing of land uses consistent with land development regulations.

Budgetary Impact

Approval of the Special Exception requires a separate Certificate of Use and Business Tax Receipt and will expand the City's tax roll.

Recommendation

The requested Special Exception meets the Special Exception Criteria. Therefore, the Community Development staff are recommending approval of this request provided signage is posted on site identifying location of additional parking.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE CRITERIA OF SECTION 630-50, ENTITLED “SPECIAL EXCEPTION USE DEVELOPMENT STANDARDS”, TO APPROVE THE APPLICANT’S REQUEST FOR A SPECIAL EXCEPTION (SE-033-024) TO ALLOW OUTDOOR DINING ASSOCIATED WITH AN EXISTING RESTAURANT, SUBMITTED BY APPLICANT, 2750 GRIFFIN LIVING, LLLP, FOR PROPERTY LOCATED AT 2750 GRIFFIN ROAD BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, “Land Development Code” (the “LDC”), Part 6, entitled “Development Review Procedures and Requirements,” Article 630-50, entitled “Special Exception” of the City Code of Ordinances (the “City Code”) provides that a Special Exception approval is required as a condition to allow for outdoor dining; and

WHEREAS, 2750 Griffin Holdings, LLLP (the “Applicant”) has requested a Special Exception Approval (SE-033-24) to allow the Puya Urban Cantina LLC, to have accessory outdoor dining on the property legal described in Exhibit “A”, and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City’s Staff Report analyzes the applicant’s request based on the special exception criteria and supports the Applicant’s request and is incorporated by reference herein as the City’s findings of fact; and

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

WHEREAS, the City Commission finds that the approval of the Special Exception (SE-033-24) is consistent with the City’s Land Development Code and Comprehensive Plan and Land Development Code and will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives, and policies of the Comprehensive Plan.

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

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

Section 2. That pursuant to Chapter 28 “Land Development Regulations,” Part 6 “Development Review Procedures and Requirements,” Section 630-50, entitled “Special Exception Use Development Standards” the following Special Exception (SE-033-24), attached as Exhibit “B,” which is made a part of and incorporated into this Resolution by this reference, is approved.

Section 3. That the associated Planning & Zoning Division Staff Report prepared for the above application(s) is/are incorporated into this resolution as findings of fact.

Section 4. That pursuant to Section 630-70 “Expiration of Special Exception” of the Land Development Code, the Special Exception (SE-033-24) approval shall automatically expire and become null and void unless the Applicant files all development approval applications within eighteen (18) months from the date of this Resolution.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 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 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 BOUTSIS
CITY ATTORNEY

EXHIBIT “A”

LEGAL DESCRIPTION

Parcel A, GRIFFIN LIVING, according to the map or plat thereof, as recorded in Plat Book 183, Page 56 of the Public Records of Broward County, Florida.

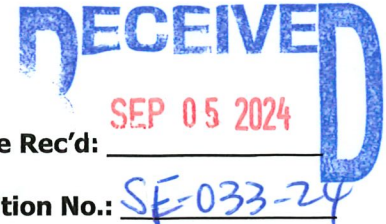
EXHIBIT “B”
SPECIAL EXCEPTION
(SE-033-24)



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☒ Special Exception
- ☐ Variance
- ☐ Other: _____



Date Rec'd: _____

Petition No.: SE-033-24

☐ Other: _____ (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 2750 Griffin Road, Dania Beach, FL 33312

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: GRIFFIN LIVING PB 183-556 B PARCEL A

Folio Number(s): 5042 32 60 0010 Legal Description: See attached survey

Applicant/Consultant/Legal Representative (circle one) Rod A. Feiner

Address of Applicant: 1401 S. Andrews Ave, Fort Lauderdale, FL 33316

Business Telephone: 954-761-3636 Home: 954-600-9451 Fax: 954-761-1818

E-mail address: rafeiner@coker-feiner.com

Name of Property Owner: 2750 Griffin Holdings, LLLP

Address of Property Owner: 2790 Stirling Rd, Ste 10, Hollywood, FL 33020

Business Telephone: 954-394-6615 Home: _____ Fax: _____

Explanation of Request: Outdoor Seatings for Puya Restaurant

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 2.373 Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: PRD-1 Proposed Use: PRD-1

Is property owned individually, by a corporation, association, or a joint venture? 2750 Griffin Holdings, LLLP

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Rod A. Feiner (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 3rd DAY OF Sept, 2024

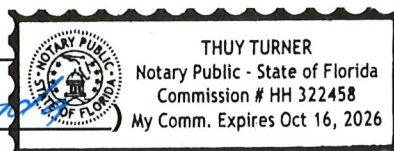
By:

SHARON SHARABY
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636
Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A.
Rod A. Feiner
Kathryn R. Coker

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

MEMORANDUM

To: Corinne Lajoie, Asst Director
From: Rod A. Feiner, Esq.
Date: September 4, 2024
Subject: Request and Justification for Special Exception
Outdoor Dining – Griffin Living

Request

The Owner/Applicant is requesting a special exception pursuant to Section 110-200 of the Code to allow a restaurant to have an accessory outdoor dining area.

General Background

The Griffin Living development is located at the intersection of Griffin Road and SW 28th Ave. and is a mixed-use development consisting of 79 residential units and 11,670 sq. ft. of commercial space. The commercial space fronts on and is adjacent to Griffin Road. A sit down restaurant is renting part of the commercial space in the project and wishes to have an accessory outdoor seating and dining area. The outdoor seating area, as depicted on the site plan which accompanies this request, is in the area which is adjacent to Griffin Road.

Specific Criteria

1. *That the use is permitted as a special exception use as set forth in the use regulations of part 1 of this code.*

The outdoor seating and dining is permitted as a special exception use. Section 110-200 allows outdoor dining as an accessory use to an indoor restaurant that contains at least 500 square feet of gross floor area. The restaurant in question has over 500 square feet of gross floor area. However, because the property on which the restaurant is located is Zoned PRD-1 and there are other residential properties adjacent to the PRD-1 Zoning a special exception is required.

2. *That the use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located.*

The proposed outdoor dining use will not cause a detrimental impact to the value of contiguous uses or to the Zoning District. The restaurant is located on the first floor of the Griffin Living project. This means that the restaurant actually fronts and is closest to Griffin Road. The properties to the east and west of the Griffin Living Project are actually zoned C-2, Commercial uses. Those are the properties which are immediately adjacent, separated by a road, to the outdoor seating area. The residential properties which are near the actual use are behind the Griffin Living building. As a result the building on the property will sufficiently buffer any residential use from the outdoor dining use.

In addition, Section 110-200 of the Code mandates that music shall not be permitted to be performed or amplified within outdoor seating areas and the Applicant/Owner is aware of this requirement. Being adjacent to Griffin Road with the existing building serving as a buffer means that there will be no detrimental impact to the value of existing contiguous uses.

3. *That the use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning.*

The use is compatible with the existing zoning on contiguous property and will also be compatible with the general character of the area. The property on which the proposed outdoor seating area is a mixed-use development which specifically allows a restaurant use. The proposed special exception is purely for the accessory outdoor seating area. Thus, in this case the outdoor dining area by its very nature is compatible with the existing uses.

In addition to the above, the outdoor dining area is proposed to be along Griffin Road. This is compatible with the existing uses because the frontage of Griffin Road in the surrounding area is all commercial zoning, which allows restaurant use. The general goal is to have a commercial and pedestrian friendly thoroughfare along Griffin Road, a major arterial in the City, and having an outdoor seating area which is accessory to a restaurant will promote the general character of the area.

4. *That adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities.*

There is landscaping to screen and buffer the use from Griffin Road. In addition, the overall development has sufficient landscaping to buffer the project from other potential incompatibilities. Significantly, the outdoor dining area is located adjacent to Griffin Road which means the existing building provides more than sufficient screening to provide a buffer between the outdoor dining area and any adjacent uses or any potential incompatibilities.

5. *That adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.*

The Griffin Living site has adequate parking and loading to accommodate the accessory outdoor dining area as the parking meets the requirements of Code. In addition, the ingress and egress were approved as part of the original Griffin Living project approval and was approved by FDOT. The existing driveways and means of ingress and egress are not proposed to be modified as part of this request as the outdoor dining area is accessory to the main restaurant use.

6. *That the use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety and welfare of the community.*

The use will not have a detrimental environmental impact on any adjacent or contiguous property. The existing grease traps at the restaurant are sufficient to handle the outdoor accessory dining use and, but the for the grease trap, the use will have no other environmental impacts as the use does not involve any environmental contaminants or materials.

7. *That the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community.*

The use will not have a detrimental effect on vehicular or pedestrian traffic or parking conditions and will not generate or create traffic inconsistent with the welfare of the community. The accessory outdoor dining is located on the patio area of the Griffin Living project and will not have any impact with pedestrian movement or vehicular movement, especially since the patio area is far enough away from the roadway. In addition, the location of the accessory outdoor dining has no impact on pedestrian or vehicular movement as the parking and location of the facility remain consistent with the indoor use. The traffic which could be deemed to be generated from this outdoor use is included as part of the plat and thus is already accounted for and will not cause any issues within the community. In addition, the site has adequate parking to address this accessory use.

8. *That the use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the*

site that would be hazardous or a nuisance.

There are no turning movements that would be hazardous or a nuisance. The special exception is for an accessory outdoor dining. The overall project has been reviewed by a traffic engineer and by FDOT. The parking for the use is in the rear of the property which will utilize already existing means of ingress and egress. Since there are no new turning movements required for this use nor is there any need for changes to be made to ingress and egress the proposed use will not create any turning movements or access to public roads that would be either hazardous or a nuisance.

9. *That the use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan.*

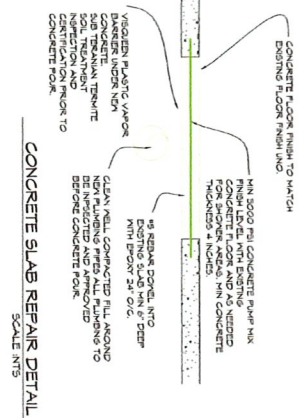
The use will not have a detrimental effect on the future development of contiguous properties. There is no impact that accessory outdoor dining would have on the development of any future development, this is especially the case since there is not a distance separation requirement for accessory outdoor dining uses.

10. *That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character.*

The use will not result in the creation of incompatible noise, lights, or any other noxious or nuisance uses. The outdoor dining is located adjacent to Griffin Road and thus any lights or customer noise will be buffered by either the roadway or the existing building. In addition, the City Code prohibits amplified music in the outdoor dining area. This means that any noise, lights or other type of activities will not impact any adjacent property.

11. *That the use will not overburden existing public services and facilities.*

The accessory outdoor dining use will not overburden existing services and facilities. There is more than enough capacity for both water and sewer for the accessory dining and no additional items (such as grease traps) need to be included in the building plans to accommodate the use. Furthermore, the area of the accessory outdoor seating is minor such that de minimus trips are generated from the use thereby meaning that roadway concurrency is also satisfied. This is especially the case as the accessory outdoor dining is compliant with the plat note for the Griffin Living Plat.



PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

WALL LEGEND

	EXISTING EXTERIOR WALL
	EXISTING INTERIOR PARTITION WALL
	NEW INTERIOR PARTITION WALL

NON INTERIOR PARTITION WALL

1

W

FLOOR PLAN

PROJECT:
2726 GRIFFIN ROAD
DANA BEACH, FL
DESCRIPTION:
INTERIOR BUILD OUT

PUYA MEXICAN CANTINA

04/03/2024
COR.
07/03/2024

DRAWN BY:
BILL HAMMEL
C:754-246-1728
BILL@BILLDANIELSFGA.COM

DATE:
01/15/2024

CHARLES MITCHELL, P.E.
CONSULTING ENGINEER FL# 11127

424 NORTH FEDERAL HIGHWAY
HOLLYWOOD FL, 33020-5538

DATE _____ APP. CALL NO. _____

STRUCTURAL
MECHANICAL
ELECTRICAL
PLUMBING
ACCESSIBILITY

ATTRACTION LEVEL	LEVEL 2
OCCUPANCY GROUP	A-1 RESTAURANT
TYPE OF CONSTRUCTION	TYPE II - A
MAX HEIGHT OF ROOF	HEIGHTS - NO FEE
FINISHED FLOOR ELEV	EXISTING - NO CHANG
TRAP SPACE SIZE	36 IN DIA FT
22 IN DIA	FD-1

ISSN 0007-1226

INTERVIEWER: WOULD YOU GO TO THE RESTAURANT

1. NEW RESTAURANT: BUILDING SHELL AND ADA BATHROOMS ARE EXISTING. RECENTLY REFINISHED.
2. INSTALL NEW PITCH WALLS FOR KITCHEN AND BAR AREA.

3. INSTALL NEW ROLL UP DOORS IN BAR AREA NORTH SIDE
4. NEW WALK IN FREEZER/COOLER.

5. **NE COOKING SECTION**
6. **NO FOOD FEEL AREA**

6. NOT IN THE KITCHEN, DOORS AND ATTENTION FOCUS ON THE KITCHEN

10. CLEANABLE ACOUSTICAL CEILING KITCHEN AREA

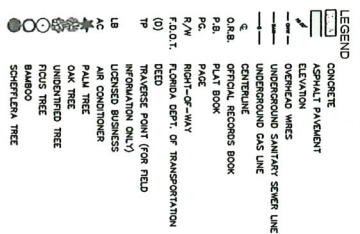
BOOTH FIXED SEATING 1 PER 24 SCHEDULE

TABLETS AND CHAIRS ASSEMBLY AREA IS NET!	111
KITCHEN AREA 200 S4C000	10

ADDITIONAL STANDING SPACE TO NET	IN
TOTAL NETS OCCUPANT LOAD CALCULATION	

EACHING REQUIREMENT FOR PDC SECTION 1508.3.2

141 OCCUPANT LOAD X 0.2 = 20.2 INCHES. EGRESS DOORS ARE 20 INCHES WIDE

[illegible]

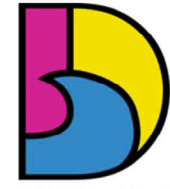
7/10/24

[illegible]

SECOND FIVE CORNER!

TELEPHONE: (854) 572-1771
FAX: (854) 572-1778
E-MAIL: surveys@publicandprivate.com
WEBSITE: www.publicandprivate.com

FILE: 2/30 GRIFIN HOLDINGS	DATE: 7/10/24
ORDER NO.: 73045	



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

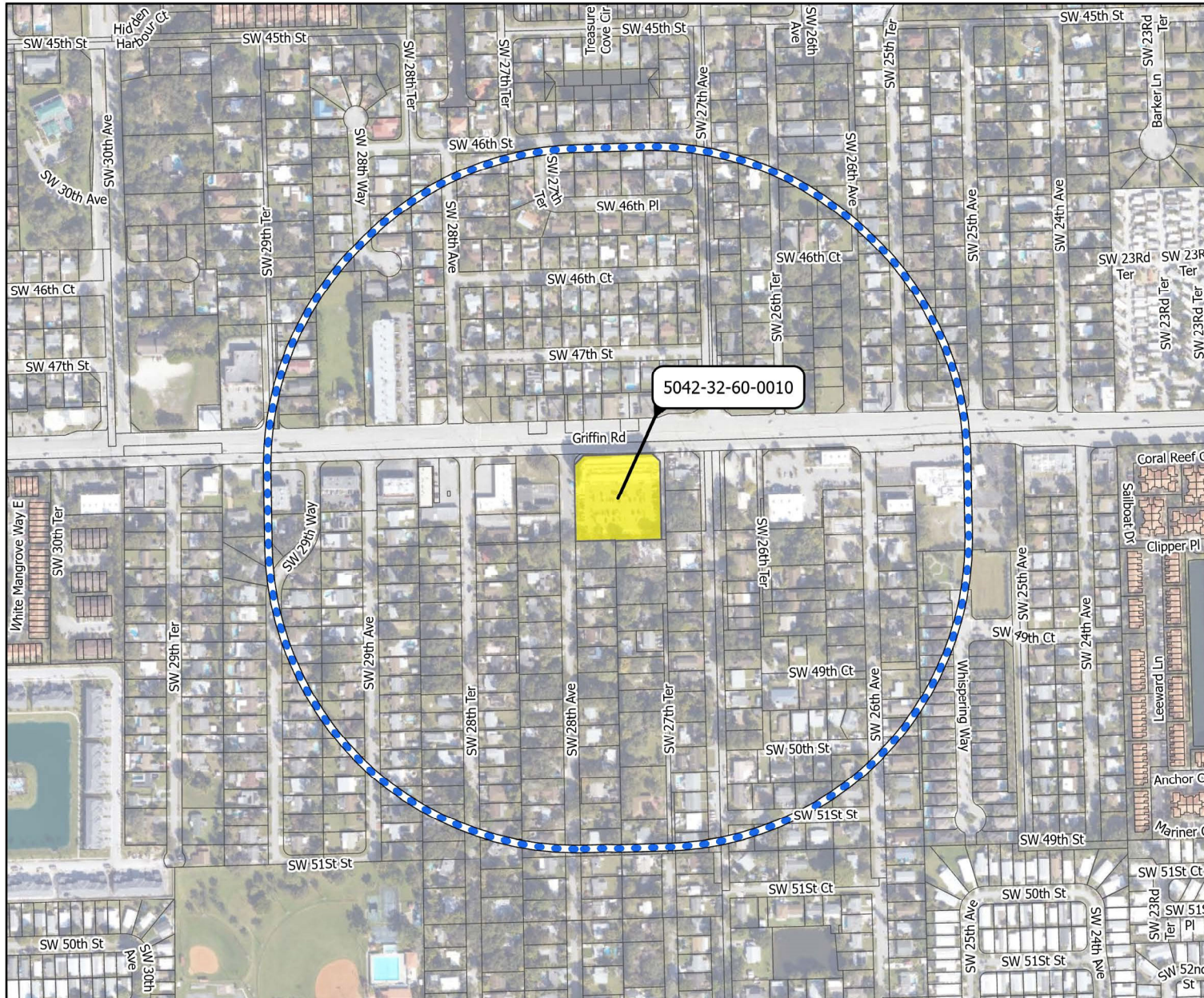
Location Map

APPLICATION:
SP-033-24

FOLIO:
5042-32-60-0010

ADDRESS:
2750 Griffin Road

REQUEST:
Special Exception for
Outdoor Seating



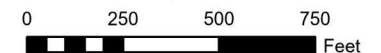
Legend

- Dania Beach Boundary
- Proposed Parcel
- Parcels
- 1,000 ft Buffer



Date: 6/10/2025

When Printed on 8 1/2" x 11"
1 inch equals 500 feet



Florida Technical Consultants

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

May 23, 2025

Re: Notice of Community Meeting

Dear Neighbor:

Please be advised that this firm represents 2750 Griffin Holdings, LLLP and 2700 Griffin Holdings, LLLP. This letter is to invite you to a community meeting relating to a re-zoning, site plan amendment and for a special exception for the properties located at 2750 Griffin Road, 4901 SW 27th Terrace and 4880 SW 28th Ave. The property is generally located on the south side of Griffin Road between SW 28th Ave. and SW 27th Terrace. A location map for the project is on the back of this letter.

2750 Griffin Holdings and 2700 Griffin Holdings are currently pursuing approvals through the City of Dania Beach to allow a re-zoning from RD-8000 and RS-6000 to PRD-1 (Planned Residential Development District) along with a site plan modification to add a pool, bath house, courtyard area, dog park and other accessory items to the Griffin Living Project as well as a Special Exception to allow outdoor dining at the Griffin Living Project for the Puya Cantina restaurant. As you are the project's neighbors we would like to introduce you to the project, answer any questions you may have and receive your input into the project.

We have scheduled a meeting at the following location:

Date: June 3, 2025
Time: 6:30 PM
Location: PJ Meli Aquatic Complex
PJ Meli Community Center
2901 SW 52nd Street
Dania Beach, FL 33312

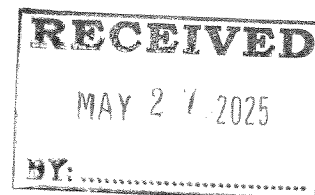
At the meeting we will also have a copy of the proposed site plan for you to review. Of course, if you have any questions or would like to speak with me, please feel free to call me at the e-mail or phone number above.

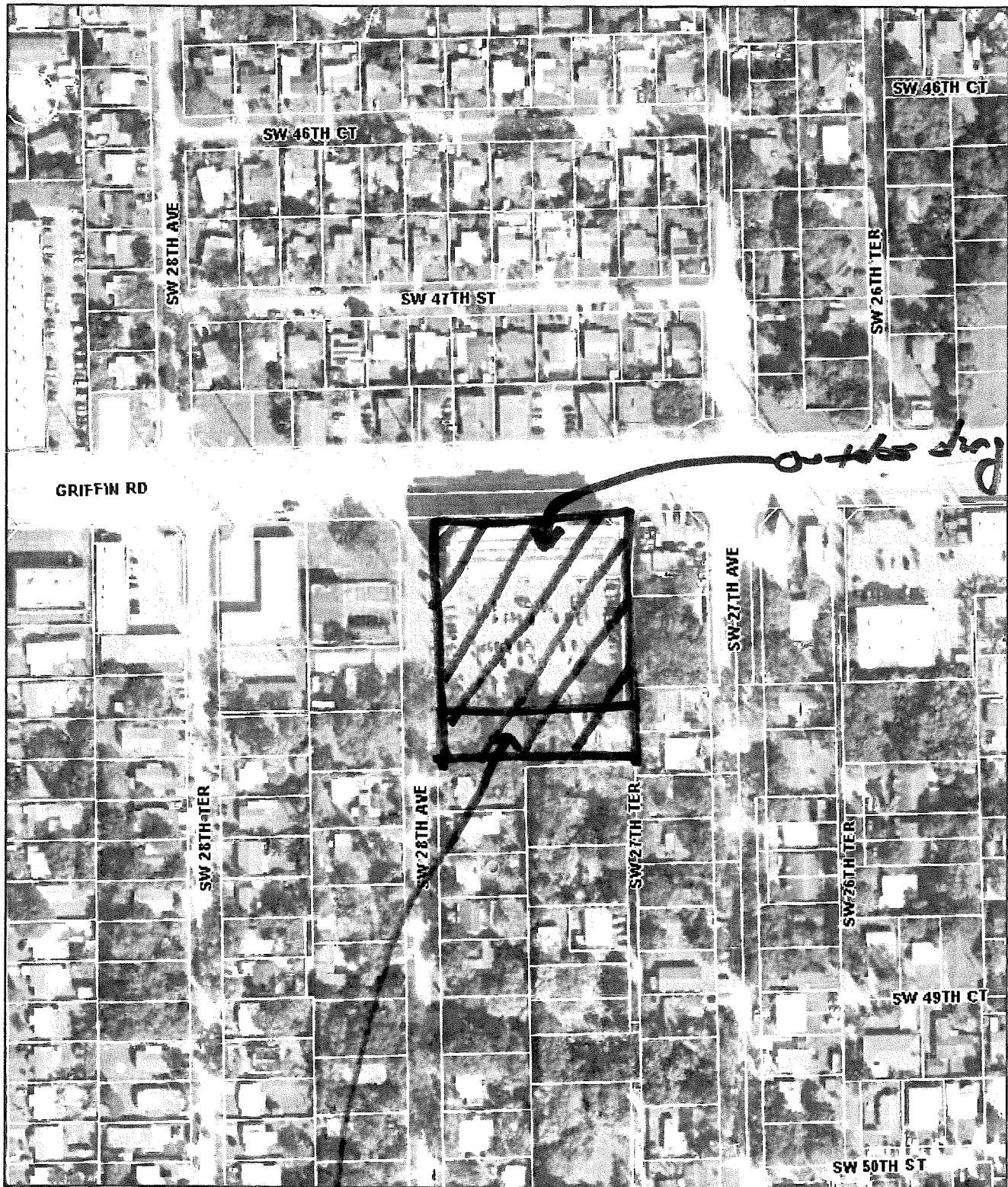
More than one elected official may appear at the community meeting and should disclose their attendance at said meeting once the City Commission is to hear the quasi-judicial item.

Sincerely,

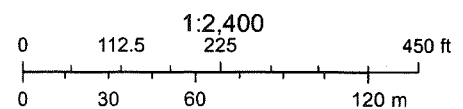
/s/ Rod A. Feiner

ROD A. FEINER
For the Firm





May 23, 2025



Site plan &
rezoning

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636
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Richard G. Coker, Jr., P.A.
Rod A. Feiner
Kathryn R. Coker

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

Via E-mail Only

June 24, 2025

Ms. Eleanor Norena, Director
Community Development Department
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Re: Griffin Living – Special Exception Meeting for Outdoor Dining at Puya Cantina
Community Outreach Meeting

Dear Ms. Norena:

As you are aware, our firm represents 2750 Griffin Holdings LLLP who is the Applicant and Owner for a special exception to allow outdoor dining for the Puya Restaurant at the Griffin Living project.

Please be advised that as the attorney for the Applicant we advertised, notified and invited all property owners within the notice radius provided for by Code to attend a meeting located at the PJ Meli Aquatic Complex, PJ Meli Community Center, 2901 SW 52nd Street, Dania Beach, FL 33312 on June 3, 2025 at 6:30 p.m. where we would brief any attendees on the project and answer any questions about the project.¹ A project location map was part of the letter that was sent.

Several members of the public attended the meeting. A copy of the sign-in sheet from the meeting is attached. In addition, we are aware that a couple of members of the public have sent e-mails to the City about this project both before and after the meeting. In addition, I spoke to a representative of the Unitarian Universalist Congregation (“Church”) (adjacent property owner across SW 28th Ave.) about the project. The Church only wanted to know if additional units were being

¹ Please note that the Public Meeting was to discuss all current pending applications before the City, which are the special exception, re-zoning and site plan amendment, and the comments set forth herein did not distinguish between or specify as to what application they were directed towards.

constructed or if additional commercial space was being constructed.

At the meeting I presented the project and also showed the attendees the proposed site plan and location of the improvements. Several attendees complained about the size of the site plan which was shown and I subsequently e-mailed the site plan as a .pdf to the attendees who requested that I take such action.

The attendees raised certain concerns and asked certain questions during the meeting. The primary concern that was raised concerned parking for the project and overflow parking. The residents did not feel that there was sufficient parking for the project. Many residents thought that visitors to the Griffin Living project were parking on the street on SW 28th Ave. or on SW 27th Terrace. The parking on SW 27th Terrace made the ingress and egress from SW 27th Terrace particularly hard. We informed the residents that we believed that most of the parking issues stemmed from a one-time religious celebration that was conducted and that the parking issue that they experienced would not be a regular occurrence. We also explained that additional parking spaces were provided at the Dollar Tree property.

In the course of the meeting several residents complained about traffic on Griffin Road and how the curb cut/median on Griffin Road was closed. We explained that this was done as a requirement of FDOT when the project was first going through its approvals and that there was nothing that could be done about this for this project which was not adding units or commercial square footage. Several residents also asked about a traffic light and we again informed them that this was a Broward County issue and governed by rules and regulations (warrants) established by the County. We also explained how FDOT would not let us expand the driveway on SW 27th Terrace or even improve part of SW 27th Terrace which was within the FDOT jurisdiction.

Finally, as it related to the special exception for outdoor dining the residents wanted to know where the outdoor dining was going to take place. When it was explained that the outdoor dining would be on the side of the property facing Griffin Road almost all of the residents did not find that to be an issue. One person was concerned that if the patrons got inebriated they may wander into Griffin Road. We explained that there was still landscaping and space between Griffin Road and the outdoor dining location.

Should you have any questions or require any additional information please feel free to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Rod A. Feiner', with a long horizontal flourish extending to the right.

ROD A. FEINER

For the Firm

\tms

Enclosure

Name

Address

email

net

Donna Eades

4711 SW 25th Terr
Dania

dedivers@att.net

Michelle Marconi

5191 SW 28th Ave

Susan Rappoli

5019 SW 28 Ave

suejimm@att.net

Jacqueline Scully

4930 SW 28th Ave. Ft. Lauderdale 33312

954-274-5452

JOHN & KATHLEEN PETRARCA

4661 SW 25th TER, Ft. LAUD 33312

954-966-2625

TERRY MORDET

4836 S.W. 26th TR DANIA BEACH

ADRIANA AMARAL

4641 SW 25th TER 33312

MARWIN ROSE

4641 SW 25th TER 33312

JAMES LAWSON

4991 SW 27th TERR

Jessica Mackey

CITY OF DANIA BEACH

ALINA & JP.

4937 SW 27th Terr

Jack Sardinias

Real-Properties INC.

2701 Griffin Rd

954

294-5372

Nicole ROMA

5117 SW 27th Terr

JNROMA@gmail.com

"

5140 SW 28 Ave

Jennyfer Stewart

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Dania

Jennyfer Stewart

jenst1@gmail.com

@gmail.com

Joel Rowege

4930 SW 25th Ave

joel.rowege2@gmail.com

Jscully2850@gmail.com

AlinaYllanes@gmail.com

10

Mackey, Jessica

From: Alina Bellydance <alinayllanes@gmail.com>
Sent: Friday, June 6, 2025 12:58 PM
To: Rod Feiner
Cc: dedivers@att.net; suejimm@att.net; jnroma@gmail.com; jscully2850@gmail.com; joel.roberge2@yahoo.com; Mackey, Jessica
Subject: Re: Griffin Living MOD Site Plan

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My biggest concern for 27th Terrace is that parking lot.

It should be closed, since it's only for building residents, there shouldn't be any entrance on 27th Terrace.

When you first proposed the building, you initially said there would be no access from 27th Terrace. But you went around that. And the amount of traffic to our alley street has increased .

The other concern is how fast those cars are traveling on griffin rd and you're going to put tables on the sidewalk obstructing our view out even more. This part should be a concern to you. Since griffin rd is a 45 mile an hour rd. But people are easily traveling at 55 or more. As a resident here for over 10 years, I have personally heard several multiple car accidents. (I live close to the road) and I always hear the crashes.

Those tables will definitely be obstructive to us exiting onto griffin.

On Thu, Jun 5, 2025, 2:31 PM Rod Feiner <rafeiner@coker-feiner.com> wrote:

Good Afternoon All –

It was a pleasure meeting you at the Community Meeting on Tuesday. As I indicated, we will have another meeting in July which I will send notice about shortly.

Pursuant to your request, attached please find the site plan which shows the area in which the accessory developments are being proposed and the scope of the accessory developments. As I indicated to you, no new square footage is proposed for the commercial spaces and no additional units are being proposed.

I did speak to my client and we agree that the pool will be closed at 9 p.m. each night and that would be a condition of any approval so it was enforceable by the City.

Let me know if you have questions.

Thank you,

Rod

Rod A. Feiner, Esq.

Coker & Feiner

[1404 South Andrews Avenue](#)

[Fort Lauderdale, Florida 33316](#)

Telephone: (954) 761-3636

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rafeiner@coker-feiner.com

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Re: Griffin Living MOD Site Plan

From Jen Stewart <jen.l.stewart22@gmail.com>

Date Mon 6/9/2025 7:25 PM

To Rod Feiner <rafeiner@coker-feiner.com>

Cc Mackey, Jessica <jmackey@daniabeachfl.gov>; Thuy Turner <thuy@turnerplanningsolutions.com>; Sharon Sharaby <sharonsharaby@yahoo.com>

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Helpful, thank you so much

On Mon, Jun 9, 2025 at 3:20 PM Rod Feiner <rafeiner@coker-feiner.com> wrote:

Ms. Stewart –

Please see the attached photo. As you can see the pavers on 28th Ave. which are closest to the intersection are blocked by a gate. Only the Fire Department can access this gate. It is not a driveway. You can also see that there is signage posted which says “Fire Department Access Only” and “Do Not Enter”.

There is not additional driveway being proposed off of 28th Ave. That means the gravel parking area will be removed. Instead the sidewalk will be continued and there will be grass and landscaping installed in the 10 feet between the sidewalk and the chain link fence.

Thank you,

Rod

Rod A. Feiner, Esq.

Coker & Feiner

[1404 South Andrews Avenue](#)

[Fort Lauderdale, Florida 33316](#)

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From: Jen Stewart <jen.l.stewart22@gmail.com>

Sent: Monday, June 09, 2025 7:44 AM

To: Rod Feiner <rafeiner@coker-feiner.com>

Cc: Mackey, Jessica <jmackey@daniabeachfl.gov>; Thuy Turner <thuy@turnerplanningsolutions.com>; Sharon Sharaby <sharonsharaby@yahoo.com>

Subject: Re: Griffin Living MOD Site Plan

Understood and thank you. Just a few more clarifying questions,

So the current gravel parking area will be shortened and become a sidewalk just east of the two trees and in line with the short sidewalk already partially built, and the area to the west of that sidewalk will be grass block pavers for fire truck access?



Will the grass paver area look like the current lot in front of the 27th terrace structure?

If I am correct how will it be enforced that the above mentioned parking area is only used for fire truck access?

Thank you in advance.

By the way, I saw the restaurant guests being ushered to the dollar tree lot last night. This was on some occasion after guests already parked and entered the restaurant. Some of my neighbors were on hand to gently guide potential guests away prior to them actually parking but were not able to catch all. I still believe the dollar tree lot is not a sustainable answer and I hope we find out in advance what the more permanent solution will be.

On Sun, Jun 8, 2025 at 5:43 PM Rod Feiner <rafeiner@coker-feiner.com> wrote:

Ms. Stewart.

Thank you for being so forthright. I am sorry about the lack of trust. I honestly do not know what caused that. We have been as forthright with you as we can to the best of our ability. Let me see if I can answer the questions you have posed both graphically and with words. My response is in RED below but also please the site plan which I marked up as indicated below.

1. Is the concrete area on 27th a parking lot? I presume you mean the area in front of the house. This can be used as parking spaces.
2. Will there be parking on 28th Ave? No. There is no street parking being proposed.
3. Is the concrete area on 28th being extended further west than it's currently being used? No. However, the drawing does depict current conditions where the existing driveways from the project connect to the street. That is why it looks like the pavement is being extended into the street. It also looks like this by intersection of Griffin Road and SW 28th Ave. but those are grass block pavers and only for a fire truck. The scope of work on this project is bubbled and as you can see from inside the bubble there is nothing being extended into the street.
4. How about the fencing? Where are all the fencing lines? What kind of fencing is where on the property? There is a fence around the dog park and the pool. I tried to draw that in a red line. The plan labels the fence as being a 4' black chain link fence. I circled that in green. There is also going to be a masonry wall erected along the rear property line. Again, I circled this in green on the plan and drew a blue circle around this. This wall matches the existing wall that is on the property line of the existing house.
5. Are the arrows pointing in and out on 27th Terrace for vehicular traffic going in and out? It shows the flow of traffic into the driveway for the bathhouse.
6. Will there be a dumpster on the property? A new dumpster location is not being added to the project nor is a new dumpster being proposed. There is already an existing dumpster on the Griffin Living project near the main building. That location is not changing nor is it a part of this approval.

I hope that this answers your questions and we are happy to answer any additional questions which you may have.

Rod

Rod A. Feiner, Esq.

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From: Jen Stewart <jen.l.stewart22@gmail.com>

Sent: Thursday, June 05, 2025 5:08 PM

To: Rod Feiner <rafeiner@coker-feiner.com>

Cc: Mackey, Jessica <jmackey@daniabeachfl.gov>; Thuy Turner <thuy@turnerplanningsolutions.com>; Sharon Sharaby <sharonsharaby@yahoo.com>

Subject: Re: Griffin Living MOD Site Plan

If I haven't already communicated this effectively I have a lack of trust in you and your client. Not sharing requested information does not help gain trust.

Is the concrete area on 27th a parking lot? Will there be parking on 28th ave? Is the concrete area on 28th being extended further west than it's currently being used? it looks like it on the drawing. How about the fencing? Where are all the fencing lines? What kind of fencing is where on the property? Are the arrows pointing in and out on 27th Terrace for vehicular traffic going in and out? Will there be a dumpster on the property? If so, where will it be located? A lot more questions that a legend may help me understand the project.

On Thu, Jun 5, 2025 at 2:42 PM Rod Feiner <rafeiner@coker-feiner.com> wrote:

Ms. Stewart –

I forgot to mention below that I apologize for not sending this plan yesterday. I thought I would be back in the office in the afternoon from a City Commission meeting I attended in Clewiston but it took me out of the office all day so I could not send you the e-mail of the plan as requested.

I have copied Thuy Turner on this e-mail. Her phone number is 954-610-1633. Please call her with your questions regarding the shading if this e-mail is not sufficient.

However, if I interpret your question/comment correctly, then the following would apply:

1. The area around the pool that is hatched means that area is an area of pavers.
2. The area in front (east) of the existing home is concrete.
3. The area along 28th Ave. and then going in front of the dog park, pool and next to the pool is a concrete sidewalk/concrete area.
4. If an area is just left blank then it is grass.

The bubble shows the area that is the subject of the plan, the other parts are already existing and not being modified.

I hope this helps and if this was not a sufficient explanation or if misunderstood you please feel free to call Ms. Turner. In addition, should you have any questions or require any additional information please feel free to either e-mail or call me.

Thank you,

Rod

Rod A. Feiner, Esq.

Coker & Feiner

[1404 South Andrews Avenue](#)

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From: Jen Stewart <jen.l.stewart22@gmail.com>

Sent: Thursday, June 05, 2025 2:28 PM

To: Rod Feiner <rafeiner@coker-feiner.com>

Cc: Mackey, Jessica <jmackey@daniabeachfl.gov>

Subject: Re: Griffin Living MOD Site Plan

Something that shows what all the various shadings and patterns of lines represent on the diagram. If you talk to the person who made or manages the plans they will understand what I am asking for.

On Thu, Jun 5, 2025 at 2:24 PM Rod Feiner <rafeiner@coker-feiner.com> wrote:

Can you please call me to explain, I am not sure what you are requesting.

Rod

954-761-3636

From: Jen Stewart <jen.l.stewart22@gmail.com>
Sent: Thursday, June 05, 2025 2:22 PM
To: Rod Feiner <rafeiner@coker-feiner.com>
Cc: Mackey, Jessica <jmackey@daniabeachfl.gov>
Subject: Re: Griffin Living MOD Site Plan

Could you please provide the legend for the hatch patterns used on this site plan?

On Thu, Jun 5, 2025 at 2:01 PM Rod Feiner <rafeiner@coker-feiner.com> wrote:

Ms. Stewart –

It was a pleasure speaking with you at the Community Meeting the other day. As promised, attached please find the site plan which shows the area in which the accessory developments are being proposed and the scope of the accessory developments. As I indicated to you, no new square footage is proposed for the commercial spaces and no additional units are being proposed.

I did speak to my client and we agree that the pool will be closed at 9 p.m. each night.

Let me know if you have questions.

Thank you,

Rod

Rod A. Feiner, Esq.

Coker & Feiner

[1404 South Andrews Avenue](#)

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Facsimile: (954) 761-1818

rafeiner@coker-feiner.com

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Mackey, Jessica

From: Jen stewart <jen.l.stewart22@gmail.com>
Sent: Thursday, June 12, 2025 11:34 AM
To: Norena, Eleanor
Cc: Lajoie, Corinne; Sosa-Cruz, Candido; Rod Feiner; Mackey, Jessica; Garcia, Ana M.; Walton, Eric; Urow, Barbara
Subject: Re: Parking for 2750 Griffin Rd is out of control again (Griffin Living)

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On Thu, Jun 12, 2025 at 9:49 AM Norena, Eleanor <enorena@daniabeachfl.gov> wrote:

Good Morning Ms. Stewart,

Thank you for providing this information, we will reach out to the developer so he can address the parking issues at this site. I will also have code staff monitor this area for illegal parking.

Please provide the pictures your referenced so we can share with the developer as well.

Regards,

Eleanor



Eleanor Norena, CFM, Community Development Director

enorena@daniabeachfl.gov | daniabeachfl.gov

[100 W Dania Beach Blvd, Dania Beach, FL, 33004](#)

Phone: 954.924.6805, x3645



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From: Jen Stewart <jen.l.stewart22@gmail.com>

Sent: Wednesday, June 11, 2025 8:54 PM

To: Rod Feiner <rafeiner@coker-feiner.com>; Mackey, Jessica <jmackey@daniabeachfl.gov>; Garcia, Ana M. <agarcia@daniabeachfl.gov>

Subject: Parking for 2750 is out of control again

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It's 8:45 pm on Wednesday night and cars are parking on my swale and down the block again. And even at this hour it doesn't appear traffic is going to lighten up soon. I have pictures, but they're dark but will share if necessary. Clearly the dollar tree lot is not the solution. More cars would be parked here had my neighbors not been outside to direct other cars away from parking on the street. We can't stand guard on our street every night nor should we have to. This has to stop.



name1	name2	add	city	state	zip	zip 4
1630 SW 4TH AVE LLC		14731 EDNA WAY	DELRAY BEACH	FL	33484	
2484 SW 10 ST LLC		475 BRICKELL AVE #2813	MIAMI	FL	33131	
26 RESIDENCE LLC		4031 SW 54 CT	DANIA BEACH	FL	33314	
2700 GRIFFIN HOLDINGS LLLP		2790 STIRLING RD #10	HOLLYWOOD	FL	33020	
2741HATZ LLC		9180 EQUUS CIR	BOYNTON BEACH	FL	33472	
2750 GRIFFIN HOLDINGS LLLP		2790 STIRLING RD STE 10	HOLLYWOOD	FL	33020	
2857 LLC		20315 NE 15 CT	MIAMI	FL	33179	
2950 GRIFFIN ROAD LLC%	ANGELA SULEYMANOVA	4801 29TH WAY STE 6	FORT LAUDERDALE	FL	33312	
307-309 DANIA INC		1019 SE 8 CT	DEERFIELD BEACH	FL	33441	
4 WALLS RENTAL LLC		21234 NE 19 CT	MIAMI	FL	33179	
4847 HAGE PROPERTY LLC		1404 SW 33 CT	FORT LAUDERDALE	FL	33315	
4935A SW 27TH LAND TR	TRSTE LLC TRSTEE	1901 W COLONIAL DR	ORLANDO	FL	32804	
4941 LLC		7561 POLK ST	HOLLYWOOD	FL	33024	
4950 DANIA LLC		19790 W DIXIE HWY STE 1001	MIAMI	FL	33180	
ABU-HASHISH,LAWRENCE		4903 WHISPERING WAY	FORT LAUDERDALE	FL	33312	
ADAMS,DAMON J & DONNA LYNN		4924 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028
ADAMS,DIANE KCASTRO	NOVO,PHYLLIS J	2639 SW 50 ST	FORT LAUDERDALE	FL	33312	6034
ADIAH,STEPHEN		4651 SW 26 TER	FORT LAUDERDALE	FL	33312	5764
AHEAD OF COMPETITION LLC		4940 SW 28 AVE	FORT LAUDERDALE	FL	33312	
ALDICK,ABDEL R	ALDICK,GHADA	4700 SW 55 AVE	DAVIE	FL	33314	
ALEKSANDR OSTROVSKIY TR	OSTROVSKIY,ALEKSANDR TRSTEE	12411 OSBORNE ST #86	PACOIMA	CA	91331	
ALTMAN,CHRISTINA L		2733 SW 47 ST	FORT LAUDERDALE	FL	33312	
ANDREWS,DALE A		4680 SW 27 AVE	FORT LAUDERDALE	FL	33312	5708
ANGRAND,EDNER & ADELINE		2716 SW 47 ST	FORT LAUDERDALE	FL	33312	
APONTE,ENRIQUE & MARIE ISABEL		2796 SW 46 CT	FORT LAUDERDALE	FL	33312	
AVERY,VIVIAN		4975 SW 28 AVE	FORT LAUDERDALE	FL	33312	
BAEZA,EDWARD		4731 SW 26 TER	FORT LAUDERDALE	FL	33312	
BARNETT,PATRICIA		4650 SW 26 AVE	FORT LAUDERDALE	FL	33312	5730
BARRERA,RAUL	VALLADARES,DANIA ROSA	5479 NW 184 ST	MIAMI GARDENS	FL	33055	
BBS BUILDERS, INC		1760 NW 91 TER	PLANTATION	FL	33322	
BEAUDRY,CHRISTOPHER L		4940 SW 26 AVE	FORT LAUDERDALE	FL	33312	
BELTSIS,DIMITRIOS		4920 SW 28 TER	FORT LAUDERDALE	FL	33312	
BHO18 LLC		3840 N 49 AVE	HOLLYWOOD	FL	33021	
BOGAR,M & JANET		5021 SW 29 AVE	FORT LAUDERDALE	FL	33312	5813
BOHADANAH,ELI		3950 SW 6 ST	FORT LAUDERDALE	FL	33312	2632
BOKOBZA,ERIC D & ZOHAR		4821 SW 29 AVE	FORT LAUDERDALE	FL	33312	
BORGIONE,ROMINA P		2732 SW 46 CT	FORT LAUDERDALE	FL	33312	
BORRELLI,DAMARIS	DAMARIS BORRELLI REV LIV TR	4631 SW 25 TER	FORT LAUDERDALE	FL	33312	5725
BOURBEAU,COLLEEN		2780 SW 46 CT	FORT LAUDERDALE	FL	33312	5638
BRADY,DWIGHT		11400 NW 4 CT	PLANTATION	FL	33325	
BRADY,DWIGHT		1320 SW 88 WAY	PEMBROKE PINE	FL	33025	
BROUWER,ANDREW		4951 SW 27 AVE APT B	FORT LAUDERDALE	FL	33312	6027
BROWARD COUNTY BOARD	OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801
BROWARD LAND BUYERS LLC		232NW 14 WAY	DANIA BEACH	FL	33004	
BROWN,GREGORY A & JEANNE		4634 SW 28 WAY	FORT LAUDERDALE	FL	33312	5613
BUBA INVESTMENTS LLC		3728 NW 88 TER	HOLLYWOOD	FL	33024	
BUCASEY,ARON H/E	BUCASEY,PERLA	4671 SW 26 TER	FORT LAUDERDALE	FL	33312	
BUNJEVACKI,TIJANA	PEREYRA,ANTHONY	2637 SW 50 ST	FORT LAUDERDALE	FL	33312	
CAMARAZA,JOHANA ROSADO		4910 SW 29 AVE	FORT LAUDERDALE	FL	33312	
CAMPUZANO,KATHY	SWOOD,RONALD A	5037 SW 28 AVE	FORT LAUDERDALE	FL	33312	5853
CANGRO,K & NEILA A		4649 SW 28 WAY	FORT LAUDERDALE	FL	33312	5612
CARDENAS,FATIMA CELENE	LISBEY,GILBERTO M	2797 SW 46 CT	FORT LAUDERDALE	FL	33312	
CASHFLOW VENTURES LLC		4700 SW 74 TER	DAVIE	FL	33314	
CASTELLANO,LISA H/E	CASTELLANO,WALTER	4901 SW 29 AVE	FORT LAUDERDALE	FL	33312	5811
CATCHINGS,GLENN ANTHONY		4923 WHISPERING WAY	FORT LAUDERDALE	FL	33312	
CATON,STEVEN		3790 RAMBLEWOOD CT	MELBOURNE	FL	32934	
CEPEK FAMILY HOLDINGS INC		2381 GRIFFIN RD	FORT LAUDERDALE	FL	33312	
CF & A HILL FAMILY LTD		261 SW 13 ST	DANIA BEACH	FL	33004	
CHAMBERLAIN,NANCY		2724 SW 46 PL	FORT LAUDERDALE	FL	33312	5656
CHESTO,DANIEL & GRACE		PO BOX 820461	PEMBROKE PINE	FL	33082	0461
CHRISTINE M PROST LIV REV	TR DANIELLE AGUIAR LIV REV TR ETAL	PO BOX 290484	DAVIE	FL	33329	
CLAYTON,CHRISTINA E		4830 SW 27 AVE #B	FORT LAUDERDALE	FL	33312	
COLBERT,R B & JANET		4605 SW 27 TER	FORT LAUDERDALE	FL	33312	5606
COLLINS,BILLY JR H/E	GARCIA,EDGAR J	2756 SW 46 PL	FORT LAUDERDALE	FL	33312	5656

CONGDON,JANE M		5096 SW 28 TER	FORT LAUDERD/ FL	33312	5808
CORCHADO,LUIS A		4730 SW 29 TER #B	FORT LAUDERD/ FL	33312	5659
CORDELL,THOMAS H/E	CORDELL,DAVID H/E & CORDELL,D	4601 SW 27 TER	FORT LAUDERD/ FL	33312	5606
CORDERO,LUIS G H/E	ZUNIGA,JAVIER E	5010 SW 29 AVE	FORT LAUDERD/ FL	33312	
CRAWFORD,HERBERT F	& DONNA K	4960 SW 29 AVE	FORT LAUDERD/ FL	33312	5812
CREO SOLUTIONS LLC		1400 SW 87 AVE	PEMBROKE PINE FL	33025	3307
D & S MANAGEMENT LLC		2011 LEE ST	HOLLYWOOD FL	33020	
DALONZO,DIANA M		2708 SW 46 PL	FORT LAUDERD/ FL	33312	5656
DANIA BEACH LAND TR	REYES,CARLOS J TRSTEE	396 MALLARD RD	WESTON FL	33327	
DDCTD CURRENT & FUTURE OWNERS	WHISPERING OAKS COMMUNITY ASSN I	4916 WHISPERING WAY	FORT LAUDERD/ FL	33312	
DDCTD CURRENT & FUTURE OWNERS	WHISPERING OAKS COMMUNITY ASSN I	6555 POWERLINE RD STE 105	FORT LAUDERD/ FL	33309	2048
DEL RIO,RAFAEL		2749 SW 47 ST	FORT LAUDERD/ FL	33312	5643
DEL VALLE QUINTANA,ADRIANA H/E	PIRELA NARANJO,OSCAR DANIEL	2797 SW 47 ST	FORT LAUDERD/ FL	33312	
DENIS,DONALD		4624 SW 28 AVE	FORT LAUDERD/ FL	33312	5608
DEZIEL,ALAIN ARMAND		5020 SW 29 AVE	FORT LAUDERD/ FL	33312	
DIAMOND,GARY W & MARY LOU		4914 SW 27 AVE	FORT LAUDERD/ FL	33312	6028
DIANNE GREENFIELD TR	GREENFIELD,DIANNE TRSTEE	5061 SW 27 AVE #1-2	FORT LAUDERD/ FL	33312	
DIDIO,ANTHONY P H/E	SHERWIN,MARIE ELAINA	4930 SW 26 AVE	FORT LAUDERD/ FL	33312	6024
DND MANAGEMENT LLC		1915 SW 21 AVE STE B305	FORT LAUDERD/ FL	33312	3104
DRAGOSLAVIC,GORAN		1800 W BROWARD BLVD	FORT LAUDERD/ FL	33312	
DROUSKIN,IDAN		10398 SW 18 ST	DAVIE FL	33324	7436
DRUSKIN PROPERTIES 1 LLC		2920 SW 46 CT	FORT LAUDERD/ FL	33312	
DULAR,LISA		5011 SW 29 AVE	FORT LAUDERD/ FL	33312	5813
DWYER,RICHARD &	DWYER,MARY JANE	4621 SW 42 TER	FORT LAUDERD/ FL	33314	4715
EADES,DONNA L		4711 SW 25 TER	FORT LAUDERD/ FL	33312	5908
ECHEONA,XOCHIL		691 LAKE BLVD	WESTON FL	33326	
EG SERVICES LLC		8737 ESTADA CIR	COOPER CITY FL	33024	
ERNESTO CAMARAZA ALFARO REV	TR CAMARAZAALFARO,ERNESTO TRSTEE	13818 SW 152 ST #372	MIAMI FL	33177	
ESPANOL,R A & ADORACION M		2631 SW 46 CT	FORT LAUDERD/ FL	33312	5745
EVANS,BRENT H/E	TOMASSI,PIETRO	5001 SW 27 AVE #1-2	FORT LAUDERD/ FL	33312	
EVERRET,LEATHER TR	STEE H/ELOVING TR ETAL	2772 SW 47 ST	FORT LAUDERD/ FL	33312	
FADLON,DAVID		2156 NE 62 ST	FORT LAUDERD/ FL	33308	
FADLON,OFER	FADLON,RONIT	201 ANSIN BLVD UNIT A	HALLANDALE BE FL	33009	
FAY,DAVID		5018 SW 28 AVE #1-2	FORT LAUDERD/ FL	33312	5845
FERREIRA PEREIRA,CHRISTIAN		2765 SW 47 ST	FORT LAUDERD/ FL	33312	5843
FIGUEREDO,FAUSTO		625 NE 14 AVE APT 4	FORT LAUDERD/ FL	33304	2853
FKH SFR PROPCO B-HLD	LP%FIRST KEY HOMES LLC	600 GALLERIA PKWY STE 300	ATLANTA GA	30067	
FLORIDA DEPT OF TRANSPORTATION	OFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERD/ FL	33309	3421
FORGIE,KIRSTY	KIRSTY FORGIE REV TR	5111 SW 27 TER	FORT LAUDERD/ FL	33312	6117
FORK,MARY JEAN		4656 SW 28 WAY	FORT LAUDERD/ FL	33312	5613
FOSTER,WANDA G		4931 SW 29 WAY	FORT LAUDERD/ FL	33312	5823
FRANCOIS,REGINA	SAINTIL,LESLEY	4657 SW 28 AVE	FORT LAUDERD/ FL	33312	
FRANK,SVETLANA		2741 SW 46 CT	FORT LAUDERD/ FL	33312	
GAL,ADI		6030 HOLLYWOOD BLVD #135	HOLLYWOOD FL	33024	
GALLARDO,EUGENIO P		2724 SW 46 CT	FORT LAUDERD/ FL	33312	
GAMLIEL,AMIR & EDNA		2720 NE 183 ST PH20	AVENTURA FL	33160	
GARCIA DIAZ,RUBEN		4830 SW 29 AVE	FORT LAUDERD/ FL	33312	
GEORGE & ELENA METZKES	REV TRMETZKES,ELENA TRSTEEES	6383 NW 40 AVE	COCONUT CREE FL	33073	
GERNANT,YOLANDA M		2740 SW 46 CT	FORT LAUDERD/ FL	33312	5638
GMAX FL LLC		5201 RAVENSWOOD RD #114	FORT LAUDERD/ FL	33312	
GONZALEZ,ELSAFERRER,ANJALI		4665 SW 28 AVE	FORT LAUDERD/ FL	33312	
GONZALEZ,PELEGRIN & ANA		2741 SW 47 ST	FORT LAUDERD/ FL	33312	5643
GRAMMER,THOMAS D		4701 SW 25 TER	FORT LAUDERD/ FL	33312	5908
GRATE,MARGARET		4721 SW 25 TER	FORT LAUDERD/ FL	33312	
GRECCO,COOPER NICOLE		4919 WHISPERING WAY	DAVIE FL	33312	
GRECO,KASSANDRA		4961 SW 29 AVE	FORT LAUDERD/ FL	33312	
GREENBARG,AARON D	AARON GREENBARG REV TR	4927 WHISPERING WAY	FORT LAUDERD/ FL	33312	
GREENWELL,WENDY ANNE		2725 SW 47 ST	FORT LAUDERD/ FL	33312	
GUERRERO,BIANCA	GUERRERO,LUCRECIA	5071 SW 27 AVE	FORT LAUDERD/ FL	33312	
GUILLEN,BENEDICTO		4700 SW 25 TER	FORT LAUDERD/ FL	33312	
HAMMONDS,ROBERT LEE II		4616 SW 28 AVE	FORT LAUDERD/ FL	33312	
HANNOVER,KYLE		2709 SW 46 CT	FORT LAUDERD/ FL	33312	5637
HARLEY,JENNIFER M		4980 SW 29 AVE	FORT LAUDERD/ FL	33312	5812
HARPER,CHERRILYN B		5487 NW 95 AVE	SUNRISE FL	33351	7731
HERGERT,CONNIA M	CONNIA M HERGERT REV TR	4710 SW 25 TER	FORT LAUDERD/ FL	33312	5909

HERNANDEZ,FRANK &	PADILLA,SILVIA	4944 SW 26 TER	FORT LAUDERD/ FL	33312	5938
HERNANDEZ,NICHOLAS	HERNANDEZ,RACHEL	2789 SW 46 CT	FORT LAUDERD/ FL	33312	
HEWITT,ROBERT		2757 SW 46 CT	FORT LAUDERD/ FL	33312	5637
HICKS,NANCY L		2709 SW 47 ST	FORT LAUDERD/ FL	33312	
HOANG,VICTOR QTSAN,MINH L		4930 SW 28 TER	FORT LAUDERD/ FL	33312	
HOFFMAN,MARTIN J		50 GREENS RD	HOLLYWOOD FL	33021	8411
HOLLYWOOD PARK	APARTMENTS NORTH LLC	407 POINCIANA DR	HALLANDALE BE FL	33009	
HOLUB,JOHN L & LORRAINE M		4999 SW 27 TER	FORT LAUDERD/ FL	33312	5845
HOULE,MARCEL		2773 SW 46 CT	FORT LAUDERD/ FL	33312	5637
HOUSTON,BONNIE RUTH		3720 SW 48 CT	FORT LAUDERD/ FL	33312	
HUSBAND,DAN		480 NW 48 ST	FORT LAUDERD/ FL	33309	
I B C R LLC		17555 COLLINS AVE #1606	SUNNY ISLES BE FL	33160	
INGRAM,JOHN B & PAMELA A	JOHN & PAMELA INGRAM REV TR	4751 SW 26 TER	FORT LAUDERD/ FL	33312	5910
IONITA,ANA MARIA		4903 SW 28 TERR	FORT LAUDERD/ FL	33312	
ITYA36 LLC		21304 ROCK RIDGE DR	BOCA RATON FL	33428	
JEAN-MARY,FRITZ		390 NE 154 ST	MIAMI FL	33162	5024
JOAN ALICE LEHMAN REV TR	LEHMAN,JOAN ALICE TRSTEE	2880 NE 14 ST #913	POMPANO BEAC FL	33062	3659
JOHANSON,JARED		2781 SW 46 CT	FORT LAUDERD/ FL	33312	
JOHN & ROSINA SMITH REV TR	SMITH,JOHN E & ROSINA TRSTEE	750 N OCEAN BLVD 1608	POMPANO BEAC FL	33062	
JOHN,SARAMMA VMATHAI,JOHN V		19 WASHINGTON DR	LINDENHURST NY	11757	
JOHNSON,DARYL	DYK,MEGAN VAN	4950 SW 29 WAY	FORT LAUDERD/ FL	33312	
JONES,CLIFTON & JERLONDA	JONES FAM REV TR	4920 SW 29 AVE	FORT LAUDERD/ FL	33312	5812
JOSEPHINE D BOVIE REV LIV TR	BOVIE,JOSEPHINE D TRSTEE	2695 SW 121 TER	DAVIE FL	33330	
K & E 2700 LLC		2700 GRIFFIN RD	DAVIE FL	33312	
K & K GROUP 4885 LLC		8040 VARNA AVE	LOS ANGELES CA	91402	
KADOCH,AARON HERRERA	LOBATON,PAMELA	4731 SW 25 AVE	FORT LAUDERD/ FL	33312	5906
KAMER,CLAUDIA & PETER M	H/E KAMER,PAUL	4626 SW 27 AVE	DANIA BEACH FL	33332	
KANJIRATHUMKAL,JIJI	KANJIRATHUMKAL,JOHN	4911 SW 28 TER #1-2	FORT LAUDERD/ FL	33312	
KARP,HENRY & DEBRA		5081 SW 27 AVE	FORT LAUDERD/ FL	33312	6029
KATZ,DAVID		550 NE 172 ST	NORTH MIAMI BE FL	33162	
KEMETHER,DAVID		4480 SW 34 TER	FORT LAUDERD/ FL	33312	
KEY FAMILY REVOCABLE LIVING	TRJEFFREY ALEXANDER TRSTEE	9260 NW 24 PL	PEMBROKE PINE FL	33024	
KGS FLORIDA LLC		3781 W STATE RD 84 #102	DAVIE FL	33312	
KHACHATRYAN,JACOB HAYK		8040 VERNA AVE	PANORAMA CITY CA	91402	
KHARDAS,BORIS & BETTI		4930 SW 29 AVE	FORT LAUDERD/ FL	33312	
KOSS,DOREEN		5055 SW 28 AVE	FORT LAUDERD/ FL	33312	5853
KRIVOSHAPKIN,OLEG	KRIVOSHAPKINA,NADEZHDA	5080 SW 28 AVE	FORT LAUDERD/ FL	33312	
KYLIE INVESTMENT LLC		702 BREAKWATER TER	SEBASTIAN FL	32958	
LA ROC,DANA M		2641 SW 46 CT	FORT LAUDERD/ FL	33312	
LABONTE,ROGER L & JULIA		5070 SW 28 AVE	FORT LAUDERD/ FL	33312	5854
LAINIZ,MIRIAM		4907 WHISPERING WAY	FORT LAUDERD/ FL	33312	
LAMBERT,CARLA L		5030 SW 29 AVE	FORT LAUDERD/ FL	33312	
LANDRY,THOMAS P		4711 SW 26 TER	FORT LAUDERD/ FL	33312	
LAWHORN-BENNETT,TAMMIE R		4650 SW 27 AVE	FORT LAUDERD/ FL	33312	
LAWRENCE,EVELYN		5105 SW 27 TER	FORT LAUDERD/ FL	33312	
LAWSON,JAMES		4991 SW 27 TER	FORT LAUDERD/ FL	33312	
LEE,JEFFREY	LEE,KIRSTEN LESLIE	412 VENADO DR	SANTA BARDAR/ CA	93111	
LESMOND,ALDERMAN ROWE N		5072 SW 28 TER	FORT LAUDERD/ FL	33312	
LILLIAN M BARRON REV TR	BARRON,LILLIAN TRSTEE	8541 SW 30 ST	DAVIE FL	33328	1807
LISBEY,HILBERTO A & ACELITA L		2772 SW 46 CT	FORT LAUDERD/ FL	33312	5638
LLOYD,AARON J	RIVARD,TAMMY RAE	4990 SW 29 WAY	FORT LAUDERD/ FL	33312	5824
LONESKE,REBECCA		4901 SW 27 AVE	FORT LAUDERD/ FL	33312	
LOPEZ,MARC ANTHONY	DELGADO ORTIZ,DIANAELIZ	4649 SW 28 AVE	FORT LAUDERD/ FL	33312	5607
LOZANO,MICHAEL		4971 SW 28 TER #1-2	FORT LAUDERD/ FL	33312	
LUCKLY LOTS LLC		1560 NE 205 TER	MIAMI FL	33179	
M F & VICTORIA A MARRALE REV	TRMARRALE,MICHAEL & VICTORIA A TRS	6000 SW 55 ST	DAVIE FL	33314	
MALIKMO LLC		899 N SUMMIT ST	CRESCENT CITY FL	32112	
MANCINI,DAWN M		4900 SW 28 AVE	FORT LAUDERD/ FL	33312	5852
MARGARET L MILLIGAN REV TR	MILLIGAN,MARGARET L TRSTEE	4626 SW 28 WAY	FORT LAUDERD/ FL	33312	5613
MARGOLES,GLENN T & JEAN KAHLE		939 TYLER ST	HOLLYWOOD FL	33019	1301
MARQUEZ,ASHLEY YOUNG	ROSEVEGA,EDGAR B	2855 W COMMERCIAL BLVD #116	FORT LAUDERD/ FL	33309	2974
MARQUEZ,LINA MARIA		4985 SW 27 TER	FORT LAUDERD/ FL	33312	
MARREN,PAUL J		4981 SW 27 AVE	FORT LAUDERD/ FL	33312	6027
MARTINEZ,CARLOS L H/E	MARTINEZ,ANIELKA M	5000 SW 29 WAY	FORT LAUDERD/ FL	33312	5826
MARY P RICHARDS REV TR	RICHARDS,MARY P TRSTEE	3066 BRISTLECONE RD	AVON PARK FL	33825	

MAYO 23 LLC		10400 NW 30 CT #308	SUNRISE FL	33322	
MCEACHIN,ONEIDA H/E	MCEACHIN,RYAN	4935 WHISPERING WAY	FORT LAUDERD/ FL	33312	
MCGOWAN,DENNIS R	SAVER,SUSAN T	2725 SW 46 PL	FORT LAUDERD/ FL	33312	5655
MCLEAN,DANA LYNNE & ZACHARY E		4710 SW 27 AVE	FORT LAUDERD/ FL	33312	
MCPMAHON,LESLIE &	MAJOVSKY,JURAJ	740 ELLIOTT PL	COUPEVILLE WA	98239	4014
MEDVEDEVA,ELENA		1835 E HALLANDALE BEACH BLVD	HALLANDALE BE FL	33009	4619
MEGNAUTH,DEOKUMAR H/E	RONNAN,ASHLEY	4761 SW 26 TER	FORT LAUDERD/ FL	33312	
MEHARRY,ADRIANA		4641 SW 25 TER	FORT LAUDERD/ FL	33312	5725
MEKAITTEN,ASSAF		1 FOXFIRE RD APT 1	HOLLYWOOD FL	33021	1729
MENASCHE,MORRIS		570 STONEMONT DR	WESTON FL	33326	
MESTRES,CIRO JR & MARY		604 RIVERSIDE DR #6B	NEW YORK NY	10031	
MIJARES,HUMBERTO LUIS FUSTES		2788 SW 47 ST	FORT LAUDERD/ FL	33312	
MIL PROPERTIES INC		2302 N 37 AVE	HOLLYWOOD FL	33021	3603
MILLER,CHRISTIAN		2555 MARATHON LN	FORT LAUDERD/ FL	33312	
MIRACLE 55 LLC		3291.5 SW 44TH ST	FORT LAUDERD/ FL	33312	
MOLINO,WILLIAM J		4960 SW 29 WAY	FORT LAUDERD/ FL	33312	
MORA,CHRISTIAN		1495 SW 28 AVE	FORT LAUDERD/ FL	33312	3944
MORA,IVAN SANTIAGO	SUAREZ,AMANDA	4884 SW 26 AVE	FORT LAUDERD/ FL	33312	
MORDEHAY,DORIT		4640 SW 29 TER	FORT LAUDERD/ FL	33312	
MORDES,JERRY & SUSAN		4836 SW 26 TER	FORT LAUDERD/ FL	33312	
MORDY 613 INC		4750 SW 27 AVE	FORT LAUDERD/ FL	33312	
MULDOON,MICHAEL		4610 SW 26 TER	FORT LAUDERD/ FL	33312	
N & D HOLDING INC		5310 W STATE ROAD 84	FORT LAUDERD/ FL	33314	1240
NADLAN INVESTMENTS LLC		1201 N STATE RD 7 STE 100	LAUDERHILL FL	33313	
NANAN,CLYDELONG	ISLAND INVESTMENT GROUP LLC	260 NW 14 WAY	DANIA BEACH FL	33004	
NANCY J CHILDS TR	CHILDS,NANCY J TRSTEE	520 FRONT ST	MARION MA	02738	
NAPO,JACQUELINE		2788 SW 46 CT	FORT LAUDERD/ FL	33312	5638
NEASE,ABBY H/E	EVANS,CHRISTOPHER	4921 SW 29 AVE	FORT LAUDERD/ FL	33312	
NELSON-BLAKE,SHERINE C		4670 SW 27 AVE	FORT LAUDERD/ FL	33312	
NELSON,BONICE S		2740 SW 47 ST	FORT LAUDERD/ FL	33312	
NEW BHNV DANIA 2 LLC		5430 SW 25 AVE	FORT LAUDERD/ FL	33312	
NIKOGHOSYAN,LUIZA		4625 SW 27 AVE	FORT LAUDERD/ FL	33312	
NJARAVELIL,JOHNY		5354 N STERLING RANCH CIR	DAVIE FL	33314	
NUNEZ,GEORGE		4935 SW 27 TER	FORT LAUDERD/ FL	33312	5845
OBYMAKO,MICHAEL H/E	YIN,DONGXIAN	2645 SW 49 CT	FORT LAUDERD/ FL	33312	
OE INVESTMENTS LLC		5373 SW 32 WAY	FORT LAUDERD/ FL	33312	
ORDONEZ,CARLOS H/E	ORDONEZ,GERMAN	2733 SW 46 CT	FORT LAUDERD/ FL	33312	
OVIEDO,JENNIFER		2621 SW 49 CT	FORT LAUDERD/ FL	33312	
OWENS,DAVID R		5041 SW 28 TER	FORT LAUDERD/ FL	33312	5807
OWINGS,MERI		5081 SW 28 AVE	FORT LAUDERD/ FL	33312	
PACIFICO,SARAH JANE		4820 SW 29 AVE	FORT LAUDERD/ FL	33312	5810
PAOLETTI,VICTORIA		4640 SW 27 AVE	FORT LAUDERD/ FL	33312	
PARDO,MARIA L		2796 SW 47 ST	FORT LAUDERD/ FL	33312	
PAUL COHEN REV TR	GOLDENBERG,SANDY TRSTEE	20201 E COUNTRY CLUB DR #2703	AVENTURA FL	33180	
PERKINS,JANICE M		2779 GRIFFIN RD	FORT LAUDERD/ FL	33312	
PETRARCA,J C & KATHLEEN A		4661 SW 25 TER	FORT LAUDERD/ FL	33312	5725
PETTERSEN,DOLYRES G		4660 SW 27 AVE	FORT LAUDERD/ FL	33312	
PIERRE'S ROOFING COMPANY		5101 SW 40 AVE	DANIA BEACH FL	33314	
PLACA,ROBERT JR		4913 SW 27 TER	FORT LAUDERD/ FL	33312	
POLANCO,LINDA S		5001 SW 29 AVE	FORT LAUDERD/ FL	33312	5813
POWMESAMY,DANA LATCHMI H/E	POWMESAMY,LEARIE	4911 SW 26 AVE #1-2	FORT LAUDERD/ FL	33312	
POZADA,ELIZABETH G H/E	POZADA,CARLOMAGNO TOMAS	4688 SW 29 TER #1-2	FORT LAUDERD/ FL	33312	
PROLIFIC TECHNOLOGIES LLC		15800 NE 14 CT	MAIMI FL	33179	
PUERTA,GUILLERMO		2756 SW 47 ST	FORT LAUDERD/ FL	33312	
RAMIREZ,IRIS		3916 HAYES ST	HOLLYWOOD FL	33021	
RAMIREZ,LUPITA		2748 SW 46 PL	FORT LAUDERD/ FL	33312	
RAPPOLI,JAMES & SUSAN J		5019 SW 28 AVE	FORT LAUDERD/ FL	33312	5853
RAYMOND LAWRENCE SHORE LIV TR	MARIA ROSE SHORE LIV TR	10801 SW 29 PL	DAVIE FL	33328	
RENAUD,MARJORIE		2717 SW 47 ST	FORT LAUDERD/ FL	33312	
RICHARDSON,TERRIS		2650 SW 50 ST	FORT LAUDERD/ FL	33312	
RITCHIE,JOSEPH WILLIAM		2773 SW 47 ST	FORT LAUDERD/ FL	33312	
RITTER,PATRICK A & SUSAN J		4621 SW 26 TER	FORT LAUDERD/ FL	33312	5764
RIVERA,JOSHUA APARICIO	CORRAL,JESIKA D OLIVA	2611 SW 50 ST	FORT LAUDERD/ FL	33312	
ROBERGE,JOEL H/E	ROBERGE,EDWARD	4930 SW 27 AVE	FORT LAUDERD/ FL	33312	
ROBERT E MYERS REV LIV TR	MYERS,ROBERT E TRSTEE	3426 ROCKY GAP PLACE	COCOA FL	32926	

ROBINSON,ROBERTA J		4632 SW 28 AVE	FORT LAUDERD/ FL	33312	5608
RODESKY,LARRY & GEORGINA		4891 SW 26 AVE	FORT LAUDERD/ FL	33312	5901
RODRIGUEZ,JEFFREY		5050 SW 27 AVE	FORT LAUDERD/ FL	33312	
RODRIGUEZ,JORGE H/E	RENTEL,MARIA E ETAL	4608 SW 28 AVE	FORT LAUDERD/ FL	33312	5608
RODRIGUEZ,JUAN CARLOS & LIGIA		2789 SW 47 ST	FORT LAUDERD/ FL	33312	5643
RODRIGUEZ,PETER J & ILA G		4954 SW 28 AVE	FORT LAUDERD/ FL	33312	5852
ROGER M HARRISON REV TR	HARRISON,ROGER M TRSTEE	4970 SW 28 TER	FORT LAUDERD/ FL	33312	
ROGERS,SUSAN A		5000 SW 29 AVE	FORT LAUDERD/ FL	33312	5814
ROS,EDUARDO JR		4721 SW 25 AVE	FORT LAUDERD/ FL	33312	
ROSENBERGER,BRIAN CARLL H/E	ROSENBERGER,LUZ IVETTE	4935 WHISPERING WAY	FORT LAUDERD/ FL	33312	5756
ROSS,JOHN V		4911 WHISPERING WAY	FORT LAUDERD/ FL	33312	
RYLES,DEBBIE L		4921 SW 29 WAY	FORT LAUDERD/ FL	33312	
SAAVEDRA,MARILYS N & NICHOLAS		4625 SW 28 AVE	FORT LAUDERD/ FL	33312	
SALAS MONTES,ELBA KATHERINE	CHAREM MOUDABBES,MOHAMED Y	4970 SW 29 WAY	FORT LAUDERD/ FL	33312	5824
SALAS,JEANETTE	ESCOBAR,CARLOS	4911 SW 29 WAY	FORT LAUDERD/ FL	33312	
SANABRIA,RIGOBERTO		4730 SW 27 AVE	FORT LAUDERD/ FL	33312	5903
SANCHEZ,JULIO & MARGARITA		3713 MCKINLEY ST	HOLLYWOOD FL	33021	
SANDERS,JOHN	JOHN SANDERS TR	2631 SW 51 ST	FORT LAUDERD/ FL	33312	
SARDINA,VIENGSOUK P		4926 SW 27 AVE	FORT LAUDERD/ FL	33312	
SAWYER,MICHAEL DANE		4911 SW 27 AVE	FORT LAUDERD/ FL	33312	
SCHEBOVITZ,NIKI		5241 SW 32 AVE	FORT LAUDERD/ FL	33312	
SCHERRER,LAWRENCE E	& DEBORAH M	4980 SW 29 WAY	FORT LAUDERD/ FL	33312	5824
SCHONWETTER,SAMUEL R	& DAWN L	3189 CLEVELAND ST	HOLLYWOOD FL	33021	
SCHOTT,DAVID OWEN		2624 SW 49 CT	FORT LAUDERD/ FL	33312	6033
SCOTT,ANDREW JOHN		2764 SW 46 CT	FORT LAUDERD/ FL	33312	5638
SCULLY,JACQUELINE T		4930 SW 28 AVE	FORT LAUDERD/ FL	33312	5852
SDC DEVELOPMENT & TRUST LLC		2900 GRIFFIN RD	DAVIE FL	33312	
SDS DEVELOPMENT & TRUST LLC		5256 SW 38 AVE	FORT LAUDERD/ FL	33312	
SHARABI,SHACHAR		2017 S OCEAN DR #606W	HALLANDALE BE FL	33309	
SHESHBESH 5 LLC		2974 GRIFFIN RD UNIT 6	FORT LAUDERD/ FL	33312	
SHIGETANI,YUICHI		4999 SW 26 AVE	FORT LAUDERD/ FL	33312	6077
SHNICER,EVGENIYA VALERYEVNA		4915 WHISPERING WAY	FORT LAUDERD/ FL	33312	
SHORT,MONA M		4640 SW 28 WAY	FORT LAUDERD/ FL	33312	5613
SIMON,ORESTES MANUEL		200 SW 70 AVE	PEMBROKE PINE FL	33023	
SIMONE,DEBRA	SIMONE,EMMANUEL	4831 SW 29 AVE	FORT LAUDERD/ FL	33312	
SNI PROPERTIES LLC		2165 VAN BUREN ST #1407	HOLLYWOOD FL	33020	
SOT HOUSING LLC		5650 STIRLING RD #4	HOLLYWOOD FL	33021	
SRP SUB LLC		1717 MAIN ST #2000	DALLAS TX	75201	
STARVISH,RONALD		3881 SW 54 ST	FORT LAUDERD/ FL	33312	
STEWART,JENNIFER L		4891 SW 28 AVE	FORT LAUDERD/ FL	33312	
SWANN,SINDY		4930 SW 29 WAY	FORT LAUDERD/ FL	33312	5824
TAGGART,THOMAS J		4940 SW 29 WAY	FORT LAUDERD/ FL	33312	5824
TALAMO,DIEGO M		4681 SW 26 TER	FORT LAUDERD/ FL	33312	
TORNESSI,ANDREA FABIANA	FERREIRA,ALVARO F	4610 SW 43 AVE	DANIA BEACH FL	33314	
TREBOL TRTALLIN LLC TRSTEE		PO BOX 1720	DANIA BEACH FL	33004	
TRIANA,MARIA DEL ROSARIO	FERNANDEZ,AMAYA LAZARA MARTINEZ	2717 SW 46 CT	FORT LAUDERD/ FL	33312	
TRIBOLETTI,DANIEL P	DANIEL P TRIBOLETTI REV TR	4891 SW 27 AVE	FORT LAUDERD/ FL	33312	5932
TROPICAL ACRES STEAK HOUSE		2500 GRIFFIN ROAD	FORT LAUDERD/ FL	33312	5999
TURTLE BAY RESERVE LLC		2724 SW 47 ST	DANIA BEACH FL	33004	
TWIN HARBORS PROPERTY MGT LLC		3020 SW 187TH TER	MIRAMAR FL	33029	5848
UNITARIAN UNIVERSALIST	CONGREGATION OF F LAUDERDALE INC	2810 GRIFFIN RD	FORT LAUDERD/ FL	33312	5842
VALENCIA,HERNEY M H/E	VALENCIA,MELISSA M	4951 SW 29 AVE	FORT LAUDERD/ FL	33312	5811
VASQUEZ FAM REV TR	VASQUEZ,WILMER & PATRICIA TRSTEE	404 BRIARWOOD CIR	HOLLYWOOD FL	33024	
VAYNER,SHLOMO		4955 SW 28 AVE	FORT LAUDERD/ FL	33312	
VAZQUEZ,OSWALDO & JULIA E		6420 ALLEN ST	HOLLYWOOD FL	33024	
VELEZ,CHRISTOPHER A		9009 GERALD DR # 2128	CHARLOTTE NC	28217	3080
VERA,JOHN A & RICARDA	SUAREZ,JOANA	5040 SW 29 AVE	FORT LAUDERD/ FL	33312	5814
VERRILLI,SALVATORE		2890 GRIFFIN RD STE 5	FORT LAUDERD/ FL	33312	
VIE & FAMILY RENTALS LLC		6579 COBIA CIRCLE	BOYNTON BEACI FL	33437	
VILLA,MATTHEW P		4641 SW 28 WAY	FORT LAUDERD/ FL	33312	5612
WARD,ROBERT G JR		4877 SW 28 TER	FORT LAUDERD/ FL	33312	5803
WAREHAM,WILLIAM H/E	WAREHAM,ROSANNA	4851 SW 29 AVE	FORT LAUDERD/ FL	33312	5809
WEINSTEIN,RONALD MITCHELL		1330 WEST AVE #2911	MIAMI BEACH FL	33139	
WELLS,STEVEN L H/E	WELLS,ANAYANSI	2716 SW 46 PL	FORT LAUDERD/ FL	33312	5656
WESTFALL,CHERYL		4900 SW 29 AVE	FORT LAUDERD/ FL	33312	5812

WETTERER,JACQUELINE		4940 SW 29 AVE	FORT LAUDERD/ FL	33312	
WHISPERING OAKS COMMTY ASSN INC%	PROPERTY KEEPERS MGMT LLC	6555 POWERLINE ROAD SUITE 105	FORT LAUDERD/ FL	33309	
WHITE,COREY MAURICE	JEANLOUIS,MISOUCA CRETCHELL	4900 SW 27 AVE #1-2	FORT LAUDERD/ FL	33312	6028
WICHER,KRZYSZTOF		4881 SW 27 AVE	FORT LAUDERD/ FL	33312	5932
WILDRIDGE,ROSE ROSE	WILDRIDGE REV TR	2740 SW 46 PL	FORT LAUDERD/ FL	33312	5656
WILSON,CAROLYN F		4950 SW 29 AVE	FORT LAUDERD/ FL	33312	
WINTERS,PAUL D		4950 SW 28 AVE	FORT LAUDERD/ FL	33312	
YEAA LLC% HYB HOLDING LLC		151 N NOB HILL RD STE 455	PLANTATION FL	33324	
YEDIDIM USA INC		872 EAST PLANTATION CIR	PLANTATION FL	33324	
YONKER,EMILY J		4897 SW 26 AVE	FORT LAUDERD/ FL	33312	5901
YOUNG,DONNA J		4941 SW 29 AVE	FORT LAUDERD/ FL	33312	5811
ZANA,ALBERTZANA,MOSHE		811 AVENUE W	BROOKLYN NY	11233	

Prepared by and return to:

Name: Rod A. Feiner, Esquire
Coker & Feiner
Address: 1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Broward County Folio Nos:

5242 3260 0010
5242 3258 0010

SHARED PARKING EASEMENT AGREEMENT

THIS SHARED PARKING EASEMENT AGREEMENT ("Agreement") is made as of this 29th day of August, 2024 ("Effective Date") by and between 2750 GRIFFIN LIVING, LLLP, a Florida limited liability limited partnership ("Griffin Living"), having an address at 2790 Stirling Road, Suite 10, Hollywood, FL 33020 and SDS DEVELOPMENT & TRUST, LLC, a Florida limited liability company ("SDS"), having an address at 5256 SW 38th Ave., Ft. Lauderdale, FL 33312.

WITNESSETH:

WHEREAS, Griffin Living is the owner of the parcel of real property legally described as follows:

Parcel "A", GRIFFIN LIVING, according to the map or plat thereof recorded at Plat Book 183, Page 556 of the Public Records of Broward County, Florida

(hereinafter known as the "Griffin Living Property"), and

WHEREAS, SDS is the owner of the parcel of real property legally described as follows:

Tract "A", KOOSH AT GRIFFIN, according to the map or plat thereof recorded at Plat Book 183, Page 7 of the Public Records of Broward County, Florida

(hereinafter known as the "SDS Property"), and

WHEREAS, Griffin Living has had a site plan approved by the City of Dania Beach ("Griffin Living Site Plan") for the Griffin Living Property, a copy of which is attached hereto as Exhibit "A": and

WHEREAS, the site plan for the Griffin Living Property indicates that one hundred twenty one (121) parking spaces are being provided, and

WHEREAS, the Griffin Living Site Plan shows both residential uses and commercial uses, and

WHEREAS, the Owner of the Griffin Living Property has amended the commercial uses to be provided on the Griffin Living Property to accommodate a restaurant use such that one hundred and thirty two (132) parking spaces are to be provided by the Dania Beach Zoning Code, and

WHEREAS, this means that the Griffin Living Site Plan is deficient by eleven (11) parking spaces due to the changes in the commercial uses being provided, and

WHEREAS, SDS has had a site plan approved by the City of Dania Beach ("SDS Site Plan") for a retail shopping center, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the SDS Property has been developed in accordance with the SDS Site Plan, and

WHEREAS, the SDS Site Plan shows that the SDS Property has been developed with sixty nine (69) parking spaces even though forty seven (47) parking spaces are required to be provided by the Dania Beach Zoning Code, which means that the SDS Property has an excess of twenty two (22) parking spaces ("Excess Parking Spaces"), and

WHEREAS, the SDS Property and the Griffin Living Property are within five hundred (500) feet of each other, measured as the shortest distance as traveled by a pedestrian of one property to another, and

WHEREAS, both the Griffin Living Property and the SDS Property have perimeter landscaping that is consistent with Section 275-110 of the Dania Beach Zoning Code, and

WHEREAS, the Owner of the SDS Property is willing to allow the Griffin Living Property to use the Excess Parking Spaces, and

WHEREAS, this Agreement is for the purpose of establishing compliance with Section 265-80 of the City of Dania Beach's Code of Ordinances relating to required off-street and off-site parking facilities while this Agreement furthermore establishes the private rights and

obligations between the Parties with respect to shared parking and access between the Griffin Living Property and the SDS Property; and

WHEREAS, the term "Permittees" shall mean the commercial tenant(s) or occupant(s) of the Griffin Living Property, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of the Griffin Living Property or (ii) such tenant(s) or occupant(s) or both: and

WHEREAS, Griffin Living and SDS or the future owners of the Griffin Living Property and the SDS Property are sometimes hereinafter referred to as "Owner" or "Owners."

NOW, THEREFORE, in consideration of good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Griffin Living and SDS hereby covenant and agree that the Griffin Living Property and the SDS Property and all present and future owners of the Griffin Living Property and SDS Property shall be and hereby are subject to the terms, covenants and easements hereinafter set forth in this Agreement, so that the Griffin Living Property and the SDS Property shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Grant of Easements. Subject to any express conditions, limitations and reservations contained herein, the Owners hereby grant, establish, covenant and agree that the SDS Property, and all Owners and Permittees of the SDS Property, shall be burdened and the Griffin Living Property and all Owners and Permittees of the Griffin Living Property, shall be benefitted by the following nonexclusive and perpetual easements which are hereby imposed upon the SDS Property and all present and future Owners and Permittees of the SDS Property:

2.1 A non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across the paved areas of the SDS Property for purposes of providing ingress and egress to the Owner and invitees of the Griffin Living Property ("Access Easement").

2.2 A non-exclusive easement to use the Excess Parking Spaces on the SDS Property for vehicular parking on and across the paved and marked parking spaces which parking

spaces are in conformance with the approved site plan for the SDS Property. There shall be no limitation on the time that the parking spaces may be utilized and the Excess Parking Spaces shall not be specifically delineated, marked or otherwise annotated on the SDS Property.

2.3 The easements granted herein are not intended and shall not be construed as a dedication of any of the real property encumbered by the easements described herein for public use, and the Owner of any portion of the Properties may take whatever action is necessary to avoid such dedication.

3. Construction and Maintenance Requirements.

3.1 Owner of the SDS Property, its successors and assigns, shall be responsible for maintaining the Access Easement and Parking Easement on the SDS Property in good order and repair, in a reasonably safe condition and reasonably attractive manner including, without limitation, the maintenance of paving within the Easement Area. In the event the Easement Area is damaged or destroyed, in whole or in part, the Owner of the SDS Property shall repair and restore the same to the original condition.

3.2 Griffin Living, its successors and assigns, agrees to defend, indemnify and hold SDS, its successors and assigns, harmless from all loss or damage (including, without limitation, attorneys' fees and costs at all levels of proceedings) resulting or arising from the use of the easement rights as granted herein by the Owners and Permittees of the SDS Property, its successors and assigns. This provision shall survive termination of this Agreement.

3.3 As a further part of this Easement, it is hereby understood and agreed that any official inspector of the City of Dania Beach, or its agents duly authorized, may have the privilege at any reasonable time of entering and investigating the accessibility of the Easement.

4. Covenant Running with the Land. This Easement shall be recorded, at the Owners expense, in the Public Records of Broward County, Florida. The terms, covenants and easements herein established for the benefit of the Owners and Permittees of the Griffin Living Property and shall run with, and be appurtenant to, title to the Griffin Living Property and the SDS Property and shall bind and benefit the Owners and Permittees of the Griffin Living Property and the SDS Property, their successors and assigns and shall remain in full force and effect until such time as the same is released in writing as hereinafter provided. However, this instrument is not intended

to be and shall not be construed to be a dedication to the public for public use of any easements created herein.

5. Reasonable Use of Easements. The easements hereinabove granted shall be used and enjoyed in such a manner as not to unreasonably interfere with, obstruct or delay the conduct and operations of the businesses conducted on the SDS Property, including, without limitation, public access to and from said business and the receipt and delivery of merchandise in connection therewith.

6. Insurance.

6.1 Throughout the term of this Agreement, each Owner shall procure and maintain commercial general and/or comprehensive general liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in this Agreement), bodily injury, death or property damage occurring upon such Owner's Property, and/or upon the easement areas which are subject to use and enjoyment by such Owner, with single limit coverage of not less than an aggregate of One Million (\$1,000,000.00) Dollars including umbrella coverage, if any, or such greater amount as may from time to time be reasonable and prudent under the circumstances. Such insurance shall identify all other Owners as additional insureds, provided that the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof.

6.2 Mutual Waiver. Each of the Owners of the Griffin Living Property and the SDS Property, or any portion thereof, for itself and to the extent legally permissible, on behalf of its insurance carriers, hereby waives the right of recovery against any other Owner for (a) any loss or damage to the property of such Owner located upon or in the portion of the Property owned by such Owner, (b) any loss or damage to the building or other improvements in such Owner's Property or the contents thereof, and (c) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is covered by the insurance required to be carried pursuant to this Paragraph 6, but only to the extent of the proceeds thereof. Each Owner shall to the extent such insurance endorsement is available, obtain for the benefit of each other Owner a waiver of any right of subrogation which the insurance carrier(s) of the waiving Owner may acquire against

any other Owner by virtue of the payment of any such loss covered by such insurance. Each Owner shall provide the other Owner with evidence of such insurance coverage upon request.

7. Notices. All notices and statements provided for or permitted hereunder shall be in writing and shall be deemed to have been properly given or served when delivered personally or deposited in the United States Mail, or any official successor thereto, as registered or certified mail, return receipt requested, postage prepaid and addressed as hereinabove provided. Each such notice shall be effective upon receipt thereof by the party to which such notice is sent. Any party hereto may change its address for notice by giving the other parties hereto at least fifteen (15) days prior written notice of any such change of address.

8. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by the written consent of all of the Owners of the Griffin Living Property and the SDS Property, evidenced by a document that has been fully executed and acknowledged by all such Owners and recorded in the Public Records of Broward County, Florida and the City Commission of the City of Dania Beach; provided, however, that amended or modifications to correct or amend Exhibit "B" of this Easement may be executed by the then Owner of the SDS Property and the City Manager of the City of Dania Beach without the necessitation of review and approval by the City Commission of the City of Dania Beach.

9. Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

10. Exercise of Rights. All rights and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this instrument valid and enforceable.

11. Remedies and Enforcement.

11.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees or both of this Agreement, the other Owner(s) shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including, without limitation, payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

11.2 No Termination For Breach. Notwithstanding anything set forth in this Agreement to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any portion of the Properties made in good faith for value, but the terms, covenants and easements hereof shall be binding upon and effective against any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

12. Termination. This Agreement may only be terminated (i) if each use on the Griffin Living Property and the SDS Property, on its own, satisfies the off-street parking requirements independent of this Agreement, (ii) there is a change of use or intensity such that off-site parking provided by this Agreement is no longer necessitated or (iii) an alternative parking facility is secured via a replacement agreement. The termination of this Agreement may only be accomplished by a written termination being filed in the Public Records of Broward County, Florida by the then Owner(s) of the Griffin Living Property and the SDS Property which termination agreement shall contain the consent of the being of the City Manager, or his or her designee, of the City of Dania Beach.

13. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute arising from the terms of this Agreement, the venue for said dispute shall be in Broward County, State of Florida.

14. Estoppel Certificate. Each Owner agrees, within ten (10) business days after written request by any other Owner, to execute, acknowledge and deliver to and in favor of the requesting Owner or any proposed or existing mortgagee or purchaser of any portion of the Properties, which is subject hereto, an estoppel certificate stating:

- a. Whether or not this Agreement has been modified or amended, and if so, identifying and describing any said modification or amendment;
- b. Whether such Owner has actual knowledge of any default hereunder by any Owner or has any claim hereunder against any other Owner and, if so, specify the nature of said default or claim.

15. Force Majeure. If any Owner shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, strikes, lock-outs, labor troubles, plan approval delay, inability to procure materials, restrictive governmental laws or regulations, adverse weather, unusual delay in transportation, delay by any other Owner or other cause without fault and beyond control of the Owner obligated to perform (financial inability excepted), then upon written notice to the other Owners, the performance of said acts shall be excused for the period of the delay and the period for the performance of said act shall be extended for a period equivalent to the period of said delay; provided, however, that Owner(s) so delayed and prevented from performing shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance, and nothing in this section shall excuse any Owner from the prompt payment of any sums or charges required of said Owner hereunder.

16. Fractionalized Interests. In the event any Owner shall acquire, transfer or convey its interest in its Property in such manner as to vest ownership of fractionalized interest in more than one person or entity, the several Owners of such fractionalized interest shall designate one of their number to act on behalf of all such Owners in the performance of the provisions of this Agreement, which designation shall be relied upon until notice of a new designation signed by all such Owners or an order of a court of competent jurisdiction is received to the contrary; provided, however, all such Owners shall be jointly and severally liable hereunder.

17. Transfer of Interest. Any Owner, upon conveyance of its respective Property, shall be deemed to assign its rights and obligations under this Agreement and such Owner shall be released from liability hereunder thereafter accruing and Owner's successors and assigns shall be deemed to assume such Owner's obligations contained herein. In the event any portion of the Property is subdivided, each successive Owner is deemed to be a party and subject to the terms

and conditions of this Agreement with rights and obligations arising upon acquiring fee simple ownership of such portion of the Property as if said Owner was an original party to this Agreement.

18. Severability. If any provisions contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared and each party shall pay for an equal portion of the cost of preparation of such legal description.

19. Term. This Agreement shall have an initial term of thirty (30) years, which term shall be automatically extended for successive ten-year periods, unless this Agreement is terminated in accordance with the terms of this Agreement.

20. Bankruptcy. In the event of any bankruptcy affecting any Owner, the Owners agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt Owner.

21. Attorneys' Fees. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Owner or Owners after a final adjudication shall be entitled to recover from the non-prevailing Owner or Owners its costs and expenses (including, without limitation, reasonable attorneys' fees at all levels of proceedings) incurred in the preparation and prosecution of such action or proceeding. This provision shall survive termination of this Agreement.

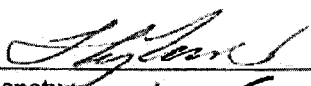
22. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

23. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

24. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

IN WITNESS WHEREOF, 2750 Griffin Living, LLLP and 2700 Griffin Living, LLLP have caused the foregoing Shared Parking Easement Agreement to be executed on the dates set forth below.

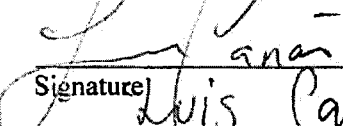
Signed, sealed and delivered in the presence of:

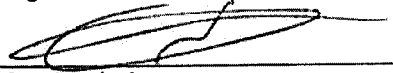

Signature
Thuy Tumas
Printed Name

2750 GRIFFIN LIVING, LLLP, a Florida limited liability limited partnership

62 Winkerton Lake Dr
Plantation, FL 33324
Address

By: BSD Capital LLC, a Florida limited liability company
Its: Manager


Signature
Luis Canas
Printed Name

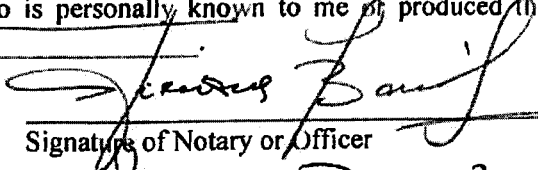
By: 
Name: Guy Levintin
Its: Authorized Member

11905 SW 84th Ave
Miami, FL 33156
Address

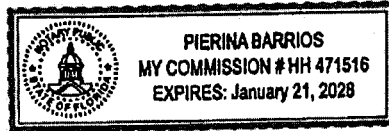
STATE OF FLORIDA :
: SS.
COUNTY OF BROWARD :

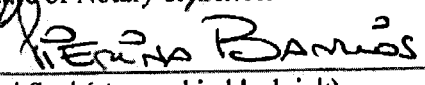
The foregoing instrument was acknowledged before me on this 29 day of August, 2024, by Guy Levintin, the Authorized Member of BSD Capital LLC, a Florida limited liability company who is the General Partner of 2750 Griffin Living, LLLP, a

Florida limited liability limited partnership, who is personally known to me or produced the following identification: _____



Signature of Notary or Officer





Notarial Seal (stamped in black ink)

OR

Printed Name of Notary Public

State of Florida Commission Number:

Signed, sealed and delivered in the presence of:

[Signature]
Signature

Thy Turner
Printed Name
62 Wintledas Lake Dr
Plantation, FL 33324
Address

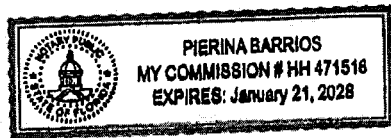
[Signature]
Signature
Luis Canas
Printed Name
11905 SW 84th Ave
Miami, FL 33156
Address

SDS DEVELOPMENT & TRUST
LLC, a Florida limited liability company

By: [Signature]
Print Name: Sharon Sharaby
Its: Authorized Member

STATE OF FLORIDA :
: SS.
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this 29 day of AUGUST, 2024, by Sharon Sharaby, as the Authorized Member of SDS Development & Trust, LLC a Florida limited liability company, on behalf of said company, who is personally known to me or produced the following identification:



[Signature]
Signature of Notary or Officer

Pierina Barrios
Notarial Seal (stamped in black ink)

OR
Printed Name of Notary Public
State of Florida Commission Number:

PROPOSED KOOSH RETAIL CENTER 2618 GRIFFIN ROAD DANIA BEACH, FLORIDA 33004

DEVELOPMENT TEAM:

OWNER/DEVELOPER:

SDS Development & Trust, LLC
3206 S.W. 26th Avenue
Fort Lauderdale, Florida 33312
(954) 594-9742

CIVIL ENGINEER/ARCHITECT:

McLaughlin Engineering Company
1700 N.W. 4th Street, Suite 400
Fort Lauderdale, Florida 33304-1601
(954) 780-9711

STRUCTURAL/PLUMBING ENGINEER:

Charles Manning, P.E.
1001 N. Federal Highway
Fort Lauderdale, Florida 33306
(954) 336-6400

LANDSCAPE ARCHITECT:

Douglas M. Ryan Associates
1272 N.E. 6th Avenue
Fort Lauderdale, Florida 33304
(954) 498-0788

PROJECT MANAGER:

Brian Finkel, Inc.
1700 S.W. 4th Avenue
Fort Lauderdale, Florida 33315
(954) 594-9742

MECHANICAL/ELECTRICAL ENGINEER:

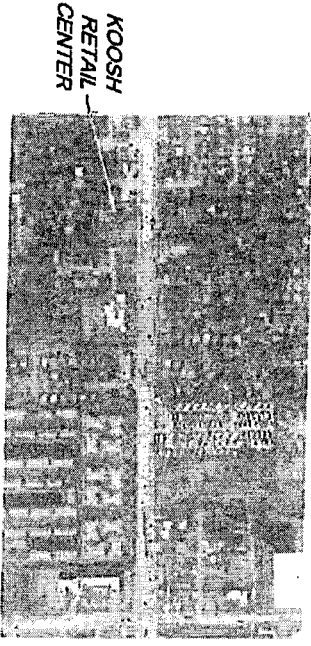
Charles A. John, P.E.
334 N.E. 10th Street
Miami, Florida 33132
(781) 302-1055

GEOTECHNICAL ENGINEER:

East Coast Testing & Engineering, Inc.
4100 (NW) Broward Blvd.
Fort Lauderdale, Florida 33307
(954) 972-7845

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IR-1	EXISTING TREE PLAN
E-4	IRRIGATION PLAN
TS	PHOTOMETRIC PLAN
RECORD	RECORD LAND SURVEY

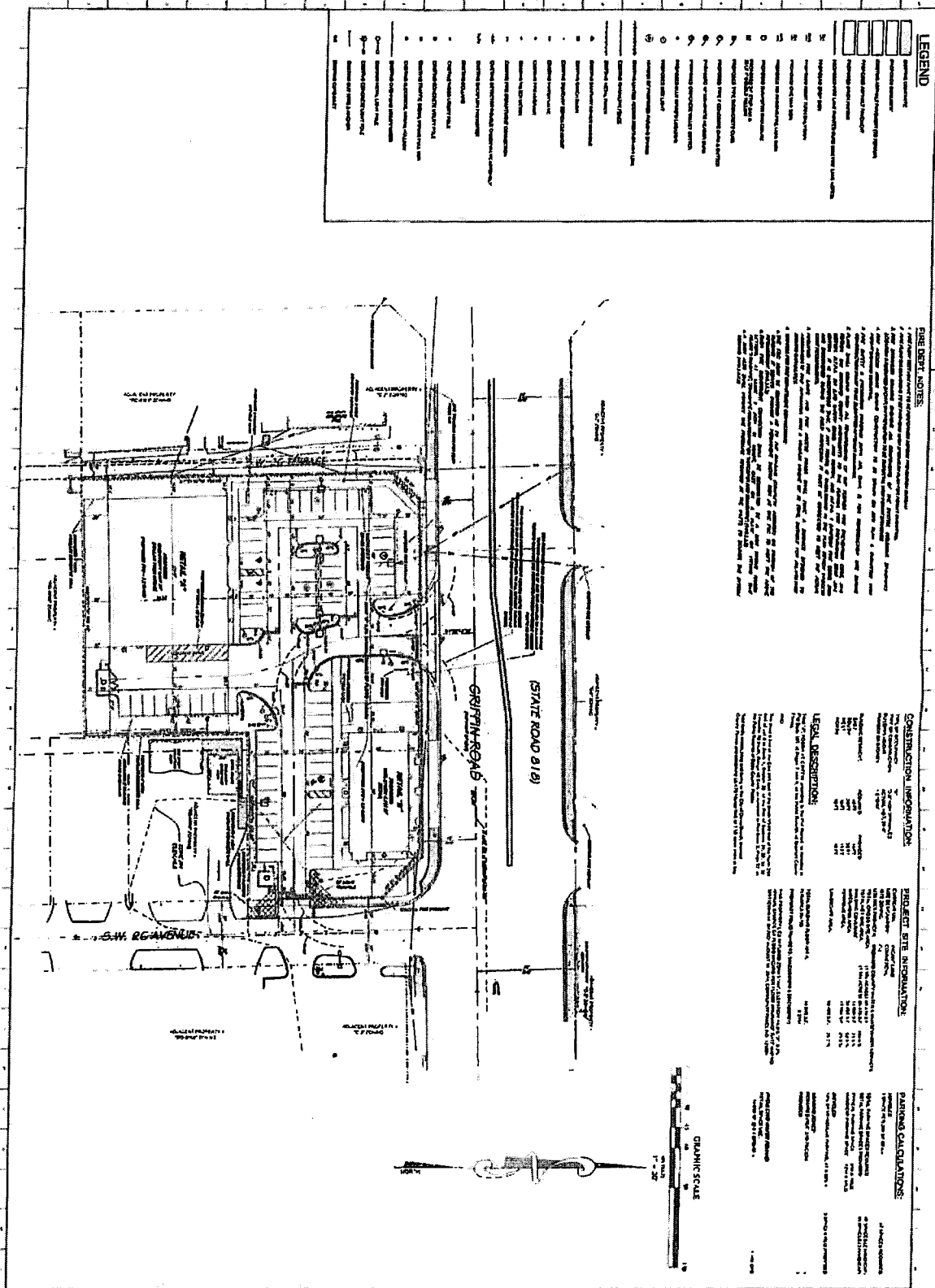


LOCATION PLAN
SCALE: 1" = 200'

KOOSH
RETAIL
CENTER

Exhibit B

KOOSH RETAIL CENTER 2618 GRIFFIN ROAD DANIA BEACH, FLORIDA 33004 TITLE SHEET		for SDS DEVELOPMENT & TRUST, LLC	L&L CONSULTING, INC. 1001 N.W. 4th Street, Suite 400 Fort Lauderdale, Florida 33304 (954) 780-9711	McLAUGHLIN ENGINEERING COMPANY 1700 N.W. 4th Street, Suite 400, Fort Lauderdale, Florida 33304 PHONE (954) 780-9711 FAX (954) 594-9742 20 & 18 1992
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LEGEND

- 1. EXISTING BUILDING
- 2. PROPOSED BUILDING
- 3. EXISTING PARKING
- 4. PROPOSED PARKING
- 5. EXISTING DRIVEWAY
- 6. PROPOSED DRIVEWAY
- 7. EXISTING FENCE
- 8. PROPOSED FENCE
- 9. EXISTING UTILITY
- 10. PROPOSED UTILITY
- 11. EXISTING ROAD
- 12. PROPOSED ROAD
- 13. EXISTING LANDSCAPE
- 14. PROPOSED LANDSCAPE
- 15. EXISTING SIGN
- 16. PROPOSED SIGN
- 17. EXISTING LIGHT
- 18. PROPOSED LIGHT
- 19. EXISTING TREE
- 20. PROPOSED TREE
- 21. EXISTING WALKWAY
- 22. PROPOSED WALKWAY
- 23. EXISTING BIKEWAY
- 24. PROPOSED BIKEWAY
- 25. EXISTING RAILROAD
- 26. PROPOSED RAILROAD
- 27. EXISTING AIRPORT
- 28. PROPOSED AIRPORT
- 29. EXISTING PORT
- 30. PROPOSED PORT
- 31. EXISTING CANAL
- 32. PROPOSED CANAL
- 33. EXISTING LAKE
- 34. PROPOSED LAKE
- 35. EXISTING RIVER
- 36. PROPOSED RIVER
- 37. EXISTING OCEAN
- 38. PROPOSED OCEAN
- 39. EXISTING MOUNTAIN
- 40. PROPOSED MOUNTAIN
- 41. EXISTING PLANT
- 42. PROPOSED PLANT
- 43. EXISTING MINERAL
- 44. PROPOSED MINERAL
- 45. EXISTING QUARRY
- 46. PROPOSED QUARRY
- 47. EXISTING PIT
- 48. PROPOSED PIT
- 49. EXISTING HILL
- 50. PROPOSED HILL
- 51. EXISTING VALLEY
- 52. PROPOSED VALLEY
- 53. EXISTING CANYON
- 54. PROPOSED CANYON
- 55. EXISTING MOUNTAIN
- 56. PROPOSED MOUNTAIN
- 57. EXISTING PLATEAU
- 58. PROPOSED PLATEAU
- 59. EXISTING BASIN
- 60. PROPOSED BASIN
- 61. EXISTING DEPRESSION
- 62. PROPOSED DEPRESSION
- 63. EXISTING RIDGE
- 64. PROPOSED RIDGE
- 65. EXISTING SLOPE
- 66. PROPOSED SLOPE
- 67. EXISTING TERRACE
- 68. PROPOSED TERRACE
- 69. EXISTING CLIFF
- 70. PROPOSED CLIFF
- 71. EXISTING CANYON
- 72. PROPOSED CANYON
- 73. EXISTING MOUNTAIN
- 74. PROPOSED MOUNTAIN
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- 92. PROPOSED MOUNTAIN
- 93. EXISTING PLATEAU
- 94. PROPOSED PLATEAU
- 95. EXISTING BASIN
- 96. PROPOSED BASIN
- 97. EXISTING DEPRESSION
- 98. PROPOSED DEPRESSION
- 99. EXISTING RIDGE
- 100. PROPOSED RIDGE

PRELIMINARY NOTES

1. THE SITE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY CONSTRUCTION BASED ON THIS PLAN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND PREPARATION OF THIS PLAN. THE CLIENT IS ADVISED THAT THE SITE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY CONSTRUCTION BASED ON THIS PLAN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND PREPARATION OF THIS PLAN.

CONSTRUCTION INFORMATION

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PROJECT SITE INFORMATION

1. THE SITE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY CONSTRUCTION BASED ON THIS PLAN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND PREPARATION OF THIS PLAN. THE CLIENT IS ADVISED THAT THE SITE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY CONSTRUCTION BASED ON THIS PLAN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND PREPARATION OF THIS PLAN.

PARKING CALCULATIONS

1. THE SITE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY CONSTRUCTION BASED ON THIS PLAN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND PREPARATION OF THIS PLAN. THE CLIENT IS ADVISED THAT THE SITE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE RESULTS OF ANY CONSTRUCTION BASED ON THIS PLAN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND PREPARATION OF THIS PLAN.



City of Dania Beach Community Development Memorandum

DATE: 7/8/2025

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director
Claudia Viviana Batista, Planning and Zoning Manager
Jessica Mackey, E.I., Planner

SUBJECT: SP-91-06MOD2/VA-021-25: The applicant, Tesla Inc, is requesting a site plan modification and a variance to convert sixty (60) parking spaces and replace them with fifty-four (54) electric vehicle (EV) charging spaces for the property located at 2081 Griffin Road.

Request:

VARIANCE

PERIMETER LANDSCAPE BUFFER

To reduce the perimeter landscape buffer to 6'-8" allowing for mechanical and charging equipment where the minimum required is ten feet (10') per Land Development Code (LDC) Section 275-120.

SITE PLAN MODIFICATION

The applicant is requesting a Site Plan modification to remove sixty (60) parking spaces and replace them with fifty-four (54) electric vehicle charging spaces.

Background:

The subject property is one of three parcels that encompass an 8.1-net acre site plan located at the northeast corner of Griffin Road and Ravenswood Road, to the west of the CSX Railway. The addresses of the remaining two parcels are 2061 and 2071 Griffin Road. The properties lie in the IROM zoning district and are located in the Hotel Overlay District. There are three businesses on the site: Fairfield Inn & Suites hotel, Homewood Suites by Hilton hotel, and Wendy's restaurant. The location of the proposed electric vehicle charging spaces are within the parcel with the Fairfield Inn & Suites hotel.

Based on aerial photographs, the site was previously used as storage for boats, vehicles and trailers. The plat for the original site plan, Airport Commerce Center, was approved October 26, 2004 (PL-30-04) (Ordinance #2004-034). The site plan, Airport Commerce Center (SP-91-06), was for the construction of two hotels and an office building. The site plan was originally approved October 23, 2007 (**R-2007-208**) with conditions and with several waivers (WA-30-07)

and variance (VA-31-07) requests that were approved (**R-2007-208**) (**R-2007-207**) including:

- To provide 551 parking spaces, whereas the code required 590 parking spaces.
- To reduce the size of the internal and terminal landscape islands to allow 5'-10' wide terminal landscape islands, whereas the code required 10' wide terminal landscape islands
- For providing 24% pervious area, whereas the minimum was 30% pervious per Chapter 28, Article 29 "Pervious and Imperious Areas".
- To provide an office building with a 20-foot front yard along Griffin Road, whereas Chapter 28, Article 18, IROM Section 18.60 required a 62-foot setback.
- To provide an office building with a 10-foot interior side lot line, whereas Chapter 28, Article 18, IROM Section 18.60 required a 31 ½-foot interior side yard.
- The waivers were granted with the condition that a 7-day/24-hour on-demand hotel shuttle be provided, and that the entire project was subject to a parking easement allowing customers to park anywhere on site.

The office building was never constructed, resulting in excess parking on-site today.

A site plan modification (SP-91-06MOD) was approved May 27, 2008 (**R-2008-073**) for the purpose of substituting three new entities in the place of Griffin Road Partners LLC, as owners of the property (i.e., Griffin Road One, LLC; Griffin Road Two, LLC, and Griffin Road Three, LLC).

The Hotel Overlay District (HO-26-09) for the site was approved August 11, 2009 (**O-2009-013**) to encourage coordination between separately developed and owned hotel-oriented projects in areas servicing the tourism industry to better serve the community needs and providing for approval of a shared district monument sign. During that time, a variance to allow two (2) monument signs was approved August 11, 2009 (**R-2009-144**), whereas the Code allowed for only one sign, per Chapter 28, "Zoning" Article 22.50.

The site plan was modified a second time to construct a Wendy's fast-food restaurant at 2071 Griffin Road, in lieu of an office building. The site plan was approved on January 12, 2016 (**R-2016-005**) with conditions. One of the conditions included that for the thirty (30) parking spaces to be provided by the adjacent development, per Section 265-80, entitled Off-Site Parking Facilities: "a written agreement shall be executed by the parties concerned, approved as to form by the City Attorney and files with the application for a building permit along with proof of proper recordation in Broward County Public Records".

The site plan was accompanied by several special exception and variance requests:

- A special exception was approved to allow fast-food use, per Section 115-40 of the LDC (SE-81-15) and to allow outdoor seating use in the Industrial-Research-Office-Marina (IROM) zoning district, per Section 115-40 of the LDC.
- A variance was approved to allow a free-standing fast-food restaurant where the LDC required fast food services to be part of a building at least fifty thousand (50,000) square feet in size (VA-83-15)
- A variance was approved to provide a drive-thru, where the LDC did not allow it (LDC Section 115-50, Condition #63) (VA-84-15).

Variance

PERIMETER LANDSCAPE BUFFER

Per Land Development Code (LDC) Section 275-120, the LDC requires a minimum ten-foot (10-foot) landscape buffer around the perimeter of a property for all business, commercial and industrial properties outside of the CRA form-based districts. The applicant is requesting an additional variance for the site to reduce the required perimeter landscape buffer from ten feet (10') to six feet and eight inches (6'-8") to allow for charging equipment for thirty (30) of the fifty-four (54) EV charging spaces and an associated transformer. The property is already developed with the required landscape buffer. The applicant has indicated to meet code requirements of existing sidewalk widths, parking aisles and parking space dimensions, the location of the chargers would have to encroach on the perimeter landscape buffer.

The applicant had the option of locating the transformer elsewhere such as an existing parking space; however, the applicant decided on the perimeter landscape buffer location, which triggered the variance. The overall site will have an oversupply of 58 parking spaces after the EV charging spaces would be installed since the previously approved office building was never constructed.

To support this request, staff requested that the existing hedges adjacent to the switchgear and transformers be tall enough to screen the mechanical equipment. The existing landscape buffer at eight (8) feet in height completely screens the equipment from street view.

Section 625 of the City's Land Development Codes states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criterion, the applicant's justification statement is provided, as well as Community Development staff's findings in italics.

1. "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

Community Development staff agree that the variance maintains the intent and purpose of the subject regulations. Staff requested hedges that would be tall enough to completely screen the mechanical equipment (transformer, switchgear) from view. The applicant indicated it is a challenge procuring plants "in a timely fashion at that quantity and maturity level. Achieving 7'+ height requires years of growth, making large-scale sourcing extremely difficult (if not nearly impossible) within typical timelines. The proposed cocoplum hedges would be maintained in a manner to allow them to grow." Staff consulted with the City's contracted landscape architect to determine a typical growth rate for cocoplums and subsequently requested for the applicant to provide a minimum height of 48" cocoplums at the time of planting, which the applicant is now proposing.

2. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community

Community Development staff find that the request is compatible with the surrounding land uses in

this area. The zoning adjacent to the area is a mix of commercial and industrial uses.

3. “That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.”

Applicant: The requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.

Community Development staff confirm that the variance request is in keeping with the Goals, Objectives, and Policies of the Dania Beach Comprehensive Plan as listed in the following section.

4. “That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.”

Applicant: The predicament for Tesla, Inc is due to unique circumstances of the property which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

Community Development staff agree because the site is already developed, adherence to the subject regulations is unnecessarily burdensome.

5. “That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.”

Applicant: The variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community. Adequate vehicular parking was confirmed for the site and meet the LDC.

Community Development staff confirm that due to the LDC requirements for parking dimensions [minimum parking dimensions are nine (9) feet in width and eighteen (18) feet in length per Code Section 265-20A], parking aisles widths [minimum parking aisle width is twenty-four feet (24') wide per 265-110 C], and the landscape requirement for vehicular use areas abutting buildings (Code Section 275-100 E1), the best location for the EV chargers is within the perimeter landscape buffer and is the minimum variance necessary to afford relief to the petitioner. The proposed location of the transformer within the perimeter landscape buffer, however, was chosen by the applicant, as nothing prohibits the location of the transformer to be in a parking space.

Site Plan Modification

The applicant is requesting to modify the previously approved Site Plan Modification to replace sixty (60) existing parking spaces with fifty-four (54) EV charging spaces. The EV chargers are intended to be available to the public for payment.

EV charging spaces do not count toward parking requirements. The site has 567 existing parking

spaces, including accessible parking spaces. Since the previously approved office building was never constructed, the required parking spaces for the existing uses on the site are 449 parking spaces.

COMMUNITY OUTREACH

Community outreach was requested of the applicant by staff, however, they elected not to conduct any additional community outreach or meetings. The applicant indicated that due to political climate surrounding the company, Tesla has a strict public speaking policy, which makes it difficult for them to accommodate the request. The applicant chose not to provide notice to the 47 property owners within one thousand (1,000) feet of the property regarding the public hearing for this item.

RESILIENCY

To effectively provide for the drainage of stormwater, LDC Section 215-130 for impervious area standards states that the area of land covered by buildings, structures and impervious surfaces shall not exceed eighty (80) percent for industrial zoning districts. The impervious area for the entire site will be 76.9% (6.26 acres), including the addition of pervious areas for the chargers and other mechanical equipment, which total to 1,324 SF (0.03 acres), thereby meeting the code requirement.

The City's Code of Ordinance requires a Storm Water Management Plan to be submitted and approved prior to issuance of a building permit. A stormwater management plan is mandatory for all projects that change the surface to be impervious or alter pervious areas, regardless of City Commission approval. Post-development runoff must not exceed predevelopment runoff rates for a 25-year storm event. The City's current drainage level of service is to retain the first inch of rainfall on-site and maintain predevelopment runoff rates for a 25-year storm event. The city enforces a "General Requirements" stormwater management plan, including an "interim design standard" specifying groundwater and surface water levels before a design event.

Development Review Committee (DRC)

The site plan was reviewed by the DRC on April 25, 2024 and December 26, 2024; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant, the City's engineering consultant, the City's traffic engineering consultant and the Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and are provided below:

1. The project shall monitor the operation of the parking spaces and charging stations to ensure that vehicle queuing or overflow does not impact internal intersections, Griffin Road, or Ravenswood Road/Anglers Avenue. If the actual operational impacts exceed those identified in the Traffic Impact Study, the City may require the implementation of mitigation measures to address project-related traffic concerns. (Traffic/Engineering).
2. During building permitting, the applicant shall demonstrate that the site meets the intent of the city code section Ch 27-227 and provide a copy of the BC SWM License. (Engineering)
3. In the event that the proposed construction causes adverse drainage effects to the surrounding areas, it is the responsibility of the owner of the development to address the concerns of the neighbors and provide a solution at the owner's expense. (Engineering)
4. All ADA areas and routes shall be ADA compliant. (Engineering)
5. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering);
6. All outside agency permits and approvals are due at the time of building permitting., and

- 'in accordance with Americans with Disability Act (ADA). (Engineering)
7. A Broward County Stormwater Management License modification may be necessary for the proposed improvements and shall be provided at the time of building permitting. (Engineering)
 8. STORMWATER PLAN: Per the Dania Beach Code of Ordinances, Chapter 27, Section 27-227 “a stormwater management plan shall be submitted to the city for all projects that add impervious area or modify pervious area whether or not city commission approval is required.” Please provide a stormwater management plan for engineering review and comment. New pervious calculations are required. (Planning and Zoning)
 9. The existing 8’ tall hedges along Ravenswood Road in Perimeter Landscape Buffer be maintained to meet Code Section 511-40 (C): Where hedges are utilized and adequate space exists, a tiered effect is required. The existing eight-foot (8’) hedge must be maintained to have a tiered effect.
 10. Removal of the storage containers after the expiration of the temporary storage container permit on August 1, 2025. (Planning and Zoning)
 11. All proposed businesses shall apply for a Certificate of Use and Business Tax Receipt before operating to the public. (Planning and Zoning)
 12. The proposed minimum forty-eight-inch (48”) hedges that will screen the mechanical equipment must be maintained in a manner to allow them to grow so that they completely screen the mechanical equipment. (Planning and Zoning).

Comprehensive Plan

This application supports the City’s Comprehensive Plan by furthering the following goals, objectives and policies:

Future Land Use Element

- **Policy 1.1.1.2** Provide commercialized activities to serve the residents of the community.
- **Objective 1.1.5** Maintain land development regulations, zoning ordinances and other administrative rules to implement the comprehensive plan.
- **Policy 1.1.5.1** Encourage development to enhance the tax base of the community.
- **Policy 1.1.8.3** Safe and convenient on site traffic flow shall be provided in accordance with the Comprehensive Plan and the land development regulations.
- **Policy 1.1.8.4** Adequate vehicular parking shall be provided for new development in accordance with the land development regulations.

Transportation Element

- **Objective 3.1.5** The City shall assure, through planning, land use regulation, intergovernmental coordination, or land acquisition, that transportation improvements are located so as to not disrupt or adversely impact the City’s residential communities or adjacent environmentally sensitive lands.

Budgetary Impact

A Certificate of Use and Business Tax Receipt are required. The new business associated with this Site Plan Modification expands the City’s tax roll.

Recommendation

There appears to be no shortage of parking at the property based on existing uses. The requested

Variance meets the City's criteria, and the Site Plan Modification meets the City's LDC. The Community Development Department is recommending approval of the resolution for the Variance and Site Plan Modification provided, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2025 – _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-91-06MOD) AND VARIANCE (VA-021-25) APPLICATIONS TO MODIFY THE LANDSCAPING REQUIREMENT AND APPROVE ELECTRIC VEHICLE CHARGING SPACES ON THE PROPERTY, SUBMITTED BY THE APPLICANT, TESLA INC., FOR PROPERTIES LOCATED AT 2061, 2071 AND 2081 GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City Code of Ordinances, Chapter 28, entitled “Land Development Code” (“LDC”) of Part 6, entitled 'Development Review Procedures and Requirements' of Article 635, entitled “Site Plans” of Section 635-80, provides that site plan modifications or deviations are required prior to commencement of construction; and

WHEREAS, the Applicant has requested a site plan modification and variance at the properties legally described in Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, Griffin Road One LLC., and Tesla Inc. (the “Applicants”), applied to the City of Dania Beach (the “City”) for approval of a site plan modification (SP-091-06MOD) to convert sixty (60) existing parking spaces to fifty-four (54) electric vehicle charging spaces as attached as Exhibit “B”, and is incorporated into this resolution by this reference; and

WHEREAS, Chapter 28, Part 6 of the LDC, Article 625, entitled "Variances," Section 625-40 states that the City Commission may grant a variance based on its determination that the petitioner has demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant has requested a Variance to reduce the required perimeter landscape buffer from ten feet (10') to six feet and eight inches (6'8”), as required by Section 275-120 of the LDC, to allow for the installation of electric vehicle chargers and mechanical equipment associated with the electric vehicle chargers (VA-021-25); and

WHEREAS, the requested variance is consistent with, and in furtherance of, the goals, objectives, and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City's Staff Report analyzes the applicant's request based on the criteria and supports the Applicant's request, and is incorporated by reference herein as the City's findings

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

WHEREAS, the City Commission finds that approval of the Site Plan Modification (SP-091-006MOD and Variance (VA-021-25) to permit the future development of the subject property pursuant to and consistent with the attached site plan provided as Exhibit "B", a copy of which is made a part of and incorporated into this resolution; and

WHEREAS, the City Commission finds that approval of the Site Plan Modification (SP-091-006MOD and Variance (VA-021-25) are consistent with the City's Land Development Code and Comprehensive Plan and will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the Comprehensive Plan.

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and that they are made a part of incorporated into this resolution by reference.

Section 2. That pursuant to Chapter 28 LDC, Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plan," the following Site Plan Modification (SP-091-06MOD), attached as Exhibit "B", a copy of which is made a part of and incorporated into this Resolution by this reference, is approved.

Section 3. That pursuant to Chapter 28, "Land Development Code", Part 6 "Development Review Procedures and Requirements," Article 625 "Variances, the Variance application (VA-021-25) is approved as consistent with the Site Plan provided in Exhibit "a".

Section 4. That the approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions:

1. The project shall monitor the operation of the parking spaces and charging stations to ensure that vehicle queuing or overflow does not impact internal intersections, Griffin Road, or Ravenswood Road/Anglers Avenue. If the actual operational impacts exceed those identified in the Traffic Impact Study, the City may require the implementation of mitigation measures to address project-related traffic concerns. (Traffic/ Engineering).
2. During building permitting, the applicant shall demonstrate that the site meets the intent of the city code section Ch 27-227 and provide a copy of the BC SWM License. (Engineering)
3. In the event that the proposed construction causes adverse drainage effects to the surrounding areas, it is the responsibility of the owner of the development to address the concerns of the neighbors and provide a solution at the owner's expense. (Engineering)
4. All ADA areas and routes shall be ADA compliant. (Engineering)
5. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering);
6. All outside agency permits and approvals are due at the time of building permitting., and 'in accordance with Americans with Disability Act (ADA). (Engineering)
7. A Broward County Stormwater Management License modification may be necessary for the proposed improvements and shall be provided at the time of building permitting. (Engineering)
8. STORMWATER PLAN: Per the Dania Beach Code of Ordinances, Chapter 27, Section 27-227, "a stormwater management plan shall be submitted to the City for all projects that add impervious area or modify pervious area, whether or not City Commission approval is required." Please provide a stormwater management plan for engineering review and comment. New pervious calculations are required. (Planning and Zoning)
9. The existing eight-foot (8') tall hedges along Ravenswood Road in the Perimeter Landscape Buffer be maintained to meet Code Section 511-40 (C): Where hedges are utilized and adequate space exists, a tiered effect is required. The existing eight-foot (8') hedge must be maintained to have a tiered effect. (Planning and Zoning)
10. Removal of the storage containers after the expiration of the temporary storage container permit. (Planning and Zoning)
11. The developer is required to participate in the City's Public Art program, as delineated in Article 811 of the Land Development Code, by payment into the City's Public Art fund or through payment and installation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction, which will be established at the time of building permit submittal (Planning and Zoning).
12. All proposed businesses shall apply for a Certificate of Use and Business Tax Receipt before operating to the public. (Planning and Zoning)
13. The proposed forty-eight-inch (48") hedges that will screen the mechanical equipment must be maintained in a manner to allow them to grow so that they completely screen the mechanical equipment. (Planning and Zoning).

Section 5. That pursuant to LDC Section 635-100 “Expiration of Site Plans,” the Site Plan Modification (SP-091-06MOD) approval shall automatically expire and become null and void unless the Applicant commences with construction of the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 6. That pursuant to Section 625-500 “Expiration of Variances,” of the Land Development Code, the variance (VA-001-25) shall automatically expire and become null and void unless the applicant files a complete building permit application with construction drawings for the improvements shown on the site plan, within eighteen (18) months from the date of this Resolution.

Section 7. That the issuance of a development order by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality on the part the municipality for issuance of the development order if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 8. That the associated Planning & Zoning Division Staff Report prepared for the above application(s) is incorporated into this resolution as findings of fact.

Section 9. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 10. 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 _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

2061 GRIFFIN ROAD, DANIA BEACH:

AIRPORT COMMERCE CENTER 175-38 B PORTION PARCEL A DESC AS BEG AT NE COR PAR A, SE 373.83 ALG E/L, SW 64.69, NW 188.33, SW 60, SE 141, NE 18, SE 47.46, SW 214.12, NW 173.91, SW 29.64, NW 194, NE 349.01 TO POB AKA: HOTEL TWO PARCEL

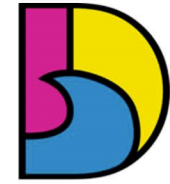
2071 GRIFFIN ROAD, DANIA BEACH:

AIRPORT COMMERCE CENTER 175-38 B PORTION PARCEL A, DESC AS COMM AT NE COR PAR A, SE 373.83 TO POB CONT SE 199.17 ALG E/L, SW 42.05 SW 17.29, NW 51.42, SW 390.44, NW 107.27, SW 145.02, NW 71.33, NE 311.48, NW 50.10, NE 214.12, NW 47.46, SW 18, NW 141, NE 60, SE 188.33, NE 64.69 TO POB AKA: OFFICE PARCEL

2081 GRIFFIN ROAD, DANIA BEACH:

AIRPORT COMMERCE CENTER PLAT 175-38 B PORTION PARCEL A DESC AS COMM AT NE COR PAR A, SW 349.01 ALG N/L, TO POB, SW 270.89, SE 262.19, SW 101.24, SE 51.18, NE 311.48, NW 224.01, SW 29.64, NW 194 TO POB AKA: HOTEL ONE PARCEL

EXHIBIT B
(SP-091-06MOD)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

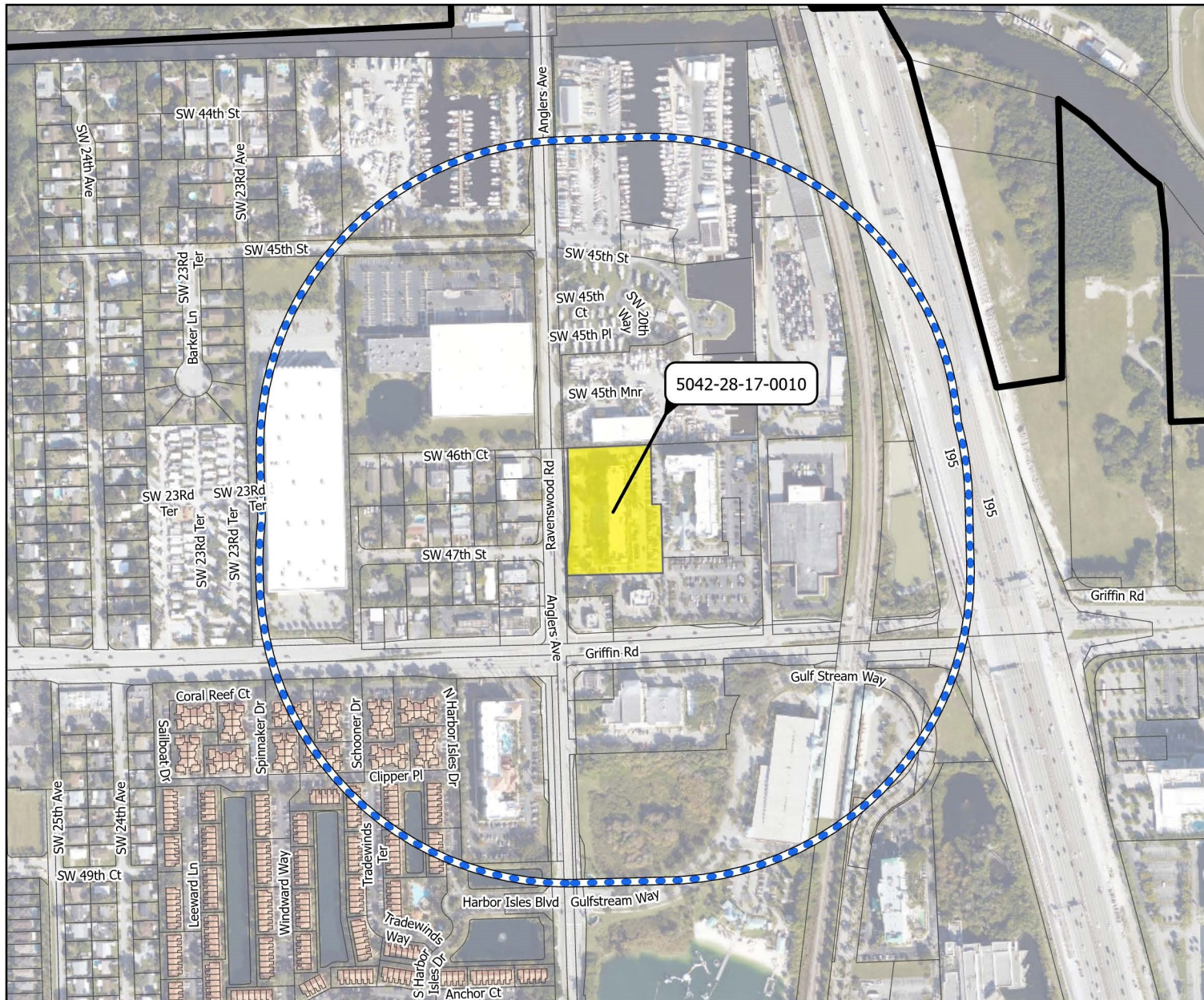
Location Map

APPLICATION:
SP-091-06MOD2

FOLIO:
5042-28-17-0010

ADDRESS:
2081 Griffin Road

REQUEST:
Site Plan Modification
and Variance



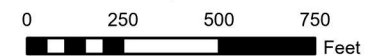
Legend

- Dania Beach Boundary
- Proposed Parcel
- Parcels
- 1,000 ft Buffer



Date: 6/10/2025

When Printed on 8 1/2" x 11"
1 inch equals 500 feet



Florida Technical Consultants



FORT LAUDERDALE, FL - GRIFFIN RD.

TRT ID: 34112
SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004



3500 DEER CREEK ROAD
PALO ALTO, CA 94304
(650) 681-6000



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE.
SUITE 1000
ORLANDO, FL 32803
PHONE: 407.843.5100
FAX: 407.649.8664
FLORIDA C.O.A. #6794



SITE INFORMATION	APPLICABLE CODES	PROJECT DESCRIPTION	STRUCTURAL DESIGN CRITERIA	DRAWING INDEX																																																						
PROPOSED TESLA EV SITE ADDRESS: 2081 GRIFFIN RD. FORT LAUDERDALE, FL 33004 PROPERTY OWNER: GRIFFIN ROAD ONE LLC 225 NE MIZNER BLVD #430 BOCA RATON, FL 33432-4078 PARCEL ID: PARCEL ID: 504228170010 POWER COMPANY: FPL CONTACT: ALONZO RUSSELL PHONE: (954) 717-2096 EMAIL: ALONZO.RUSSELL@FPL.COM WORK ORDER: #13660625 COUNTY: BROWARD COUNTY LATITUDE*: 26° 03' 50.9" N LONGITUDE*: 80° 10' 06.1" W *BASED ON GOOGLE EARTH CONTACT ENGINEER: NATHAN R. KREUSER, P.E. DEWBERRY ENGINEERS INC. (321) 354-9755 NKR@DEWBERRY.COM LANDSCAPE ARCHITECT: MICHAEL URCHUK, RLA DEWBERRY ENGINEERS INC. (321) 354-9744 MURCHUK@DEWBERRY.COM DEVELOPER: TESLA 3500 DEER CREEK ROAD PALO ALTO, CA 94304 GABRIELA ARAQUE (786)400-7836 GARAQUE@TESLA.COM	ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES FLORIDA STATE UNIFORM BUILDING & ENERGY CODES, CONSISTENT WITH THE FOLLOWING CODES: • 2023 FBC-BUILDING, 8TH EDITION -- (IBC 2021 WITH AMENDMENTS). • 2023 FBC-ENERGY CONSERVATION, 8TH EDITION (IECC 2021 WITH AMENDMENTS). • 2020 NATIONAL ELECTRIC CODE (NEC). • 8TH EDITION OF THE FLORIDA FIRE PREVENTION CODE. IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL. ZONING INFORMATION PERMITTING JURISDICTION: CITY OF DANIA BEACH APN: 504228170010	• INSTALL (2) 480V PAD MOUNTED UTILITY TRANSFORMERS • INSTALL (1) 3000A SWITCHGEAR • INSTALL (1) 4000A SWITCHGEAR • INSTALL (1) LEVEL 2 CABINET • INSTALL (12) TESLA SUPERCHARGER CABINETS • INSTALL (48) TESLA STANDALONE LEVEL 3 CHARGE POSTS • INSTALL (6) TESLA LEVEL 2 CHARGERS • INSTALL (4) WASTE MANAGEMENT BINS	WIND DESIGN DATA: • ULTIMATE WIND SPEED = 156 MPH (PER FBC 8th EDITION SECTION 1620.2) • OCCUPANCY CATEGORY: I • WIND IMPORTANCE FACTOR: I = 1.0 • WIND EXPOSURE CATEGORY: C SEISMIC DESIGN DATA: • OCCUPANCY CATEGORY: I • SEISMIC IMPORTANCE FACTOR: I = 1.00 • SITE CLASS: D (ASSUMED) • MAPPED SPECTRAL RESPONSE COEFFICIENTS: S_a = 0.05 S₁ = 0.022 • DESIGN SPECTRAL RESPONSE COEFFICIENTS: S_a = 0.045 S₁ = 0.031 • SEISMIC DESIGN CATEGORY: A • ASSUMED SOIL PROPERTIES: • ALLOWABLE BEARING PRESSURE: 1,500 PSF • ALLOWABLE LATERAL BEARING PRESSURE: 100 PSF/FT	<table><tr><th>SHT. NO.</th><th>SHEET TITLE</th></tr><tr><td>T-1</td><td>TITLE SHEET</td></tr><tr><td>GN-1</td><td>GENERAL NOTES I</td></tr><tr><td>GN-2</td><td>GENERAL NOTES II</td></tr><tr><td>SP-1</td><td>OVERALL SITE PLAN</td></tr><tr><td>SP-2</td><td>ZONING DATA PLAN</td></tr><tr><td>C-1</td><td>DETAILED SITE PLAN</td></tr><tr><td>C-1A</td><td>CONSTRUCTION STAGING PLAN</td></tr><tr><td>C-2</td><td>EXISTING CONDITIONS PLAN</td></tr><tr><td>C-3</td><td>EQUIPMENT/PARKING PLAN</td></tr><tr><td>C-3A</td><td>EASEMENT & UTILITY PLAN</td></tr><tr><td>C-4</td><td>CONSTRUCTION DETAILS I</td></tr><tr><td>C-5</td><td>CONSTRUCTION DETAILS II</td></tr><tr><td>C-6</td><td>CONSTRUCTION DETAILS III</td></tr><tr><td>C-7</td><td>CONSTRUCTION DETAILS IV</td></tr><tr><td>C-8</td><td>CONSTRUCTION DETAILS V</td></tr><tr><td>C-9</td><td>CONSTRUCTION DETAILS VI</td></tr><tr><td>LS-1</td><td>EXISTING LANDSCAPE PLAN</td></tr><tr><td>LS-2</td><td>PROPOSED LANDSCAPE PLAN</td></tr><tr><td>LS-3</td><td>LANDSCAPE DETAILS</td></tr><tr><td>E-1</td><td>ELECTRICAL ONE-LINE DIAGRAM I</td></tr><tr><td>E-2</td><td>ELECTRICAL ONE-LINE DIAGRAM II</td></tr><tr><td>E-3</td><td>PANEL SCHEDULES</td></tr><tr><td>E-4</td><td>ELECTRICAL & UTILITY DETAILS I</td></tr><tr><td>E-5</td><td>ELECTRICAL & UTILITY DETAILS II</td></tr><tr><td>E-6</td><td>ELECTRICAL & UTILITY DETAILS III</td></tr><tr><td>G-1</td><td>GROUNDING SCHEMATIC & DETAILS</td></tr></table> BEFORE SCALING CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE TESLA REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. CALL BEFORE YOU DIG Sunshine 811 SUNSHINE 811 811 OR (813) 223-0800	SHT. NO.	SHEET TITLE	T-1	TITLE SHEET	GN-1	GENERAL NOTES I	GN-2	GENERAL NOTES II	SP-1	OVERALL SITE PLAN	SP-2	ZONING DATA PLAN	C-1	DETAILED SITE PLAN	C-1A	CONSTRUCTION STAGING PLAN	C-2	EXISTING CONDITIONS PLAN	C-3	EQUIPMENT/PARKING PLAN	C-3A	EASEMENT & UTILITY PLAN	C-4	CONSTRUCTION DETAILS I	C-5	CONSTRUCTION DETAILS II	C-6	CONSTRUCTION DETAILS III	C-7	CONSTRUCTION DETAILS IV	C-8	CONSTRUCTION DETAILS V	C-9	CONSTRUCTION DETAILS VI	LS-1	EXISTING LANDSCAPE PLAN	LS-2	PROPOSED LANDSCAPE PLAN	LS-3	LANDSCAPE DETAILS	E-1	ELECTRICAL ONE-LINE DIAGRAM I	E-2	ELECTRICAL ONE-LINE DIAGRAM II	E-3	PANEL SCHEDULES	E-4	ELECTRICAL & UTILITY DETAILS I	E-5	ELECTRICAL & UTILITY DETAILS II	E-6	ELECTRICAL & UTILITY DETAILS III	G-1	GROUNDING SCHEMATIC & DETAILS
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DRAWN BY: HMP

CHECKED BY: NRC

APPROVED BY: NRC

PROJECT #: 50123704

JOB #: 50163349

SUBMITTALS

REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
5	05/15/25	ISSUED PER COMMENTS
4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:

FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:

2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

GENERAL NOTES:

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
GENERAL CONTRACTOR(S) OR SUB-CONTRACTOR(S) – CIVIL CONTRACTOR AND/OR ELECTRICIAN CONTRACTOR
PROJECT OWNER/CONSTRUCTION MANAGER – TESLA
PROJECT HOST – LEGAL PROPERTY OWNER
ENGINEER – DEWBERRY ENGINEERS INC.
- PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING THE GENERAL CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF PROJECT OWNER PRIOR TO THE COMMENCEMENT OF WORK.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. THE GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE THE INSTALLATION AS INDICATED ON THE DRAWINGS FOR A FULLY FUNCTIONAL CHARGING STATION AND COMPLETE PROJECT.
- THE SUB-CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON DRAWINGS, THE GENERAL CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE PROJECT ENGINEER. ONLY WRITTEN APPROVALS SHALL BE DEEMED TO CONFIRM ANY SUCH CHANGES AS BEING APPROVED.
- PLANS ARE NOT TO BE SCALED; THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT UNIQUE JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK.
- THE GENERAL CONTRACTOR SHALL REVIEW ROUTING OF CONDUIT, POWER AND GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING PLAN DRAWING. THE GENERAL CONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONSTRUCTION MANAGER AND PROJECT HOST.
- INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE PROJECT HOST. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF GENERAL CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE CONSTRUCTION MANAGER IMMEDIATELY.
- APPLICABLE BUILDING CODES:
THE GENERAL CONTRACTORS WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.
THE GENERAL CONTRACTOR WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
AMERICAN CONCRETE INSTITUTE (ACI) 318; BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
MANUAL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION
- FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.
- THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
- THE GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER GENERAL CONTRACTOR(S) AND/OR SUB-CONTRACTOR(S).
- CONSTRUCTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE.
- THE GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND GENERAL CONTRACTOR(S) AND/OR SUB-CONTRACTOR(S) TO THE SITE AND/OR BUILDING.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
- THE GENERAL CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE PROJECT HOST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- THE GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
- THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OR 2-A10-BC AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
- ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE PROJECT OWNER AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
- GENERAL CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES AND ALL SPECIFIED CLOSE-OUT DOCUMENTATION TO THE PROJECT OWNER UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
- THE GENERAL CONTRACTOR SHALL LEAVE THE WORK AREA AND SURROUNDING PREMISES IN A CLEAN CONDITION.
- THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
- NO TRASH CORRAL/SOLID WASTE STORAGE AREA IS TO BE INSTALLED AS PART OF PROJECT.

SITE WORK NOTES:

PART 1 – GENERAL

- REFERENCES:
 - DOT (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION—CURRENT EDITION).
 - ASHTO (AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS)
 - ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).
 - OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION).
- INSPECTION AND TESTING:
 - FIELD TESTING OF EARTHWORK COMPACTION AND CONCRETE CYLINDERS SHALL BE PERFORMED BY AN INDEPENDENT TESTING LAB. THIS WORK IS TO BE COORDINATED BY THE GENERAL CONTRACTOR.
 - ALL WORK SHALL BE INSPECTED AND VERIFIED FOR CONFORMANCE AND RELEASED BY THE ENGINEER WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWINGS. IT IS THE GENERAL CONTRACTOR(S) RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF WORK INACCESSIBLE OR DIFFICULT TO INSPECT.
- SITE MAINTENANCE AND PROTECTION:
 - PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE CONTRACT.
 - AVOID DAMAGE AND TAKE PROTECTIVE MEASURES TO THE SITE AND TO EXISTING FACILITIES, IMPROVEMENTS, STRUCTURES, PAVEMENTS, CURBS, AND LANDSCAPING DESIGNATED TO REMAIN. ANY DAMAGED PART SHALL BE REPAIRED AT SUB-CONTRACTOR(S) EXPENSE TO THE SATISFACTION OF THE PROJECT HOST.
 - KEEP SITE FREE OF ALL PONDING OR STANDING WATER.
 - PROVIDE EROSION CONTROL MEASURES, IF REQUIRED, SHALL BE IN ACCORDANCE WITH STATE DOT, LOCAL PERMITTING AGENCY AND EPA REQUIREMENTS.
 - PROTECT AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT AGAINST THEFT FROM PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.
 - ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE SUB-CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. THE GENERAL CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
 - ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE PROJECT OWNER AND/OR LOCAL UTILITIES.
 - EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE PROJECT HOST OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE PROJECT HOST AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED.
 - PROVIDE A MINIMUM 48-HOUR NOTICE TO THE PROJECT HOST AND RECEIVE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE.
 - SOO PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOO NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOO CAN BE INSTALLED.
 - THE GENERAL CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS, RUBBISH, DEBRIS, STUMPS, STICKS, AND STONES.
 - THE GENERAL CONTRACTOR SHALL REMOVE ALL TRASH DEBRIS FROM THE SITE ON A DAILY BASIS.
 - CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT TREES, VEGETATION, AND ROOT SYSTEMS DURING CONSTRUCTION.
 - CONTRACTOR TO COORDINATE POST CONSTRUCTION LANDSCAPING FINISHES WITH OWNER AND TESLA.

PART 2 – PRODUCTS

2.1 GRANULAR BACKFILL: SHALL MEET THE FOLLOWING GRADATION:

SIEVE SIZE	TOTAL PERCENT PASSING
1-1/2" INCH	100
1" INCH	75 TO 100
3/4" INCH	60 TO 100
3/8" INCH	35 TO 75
NO. 30	30 TO 60
NO. 40	7 TO 30
NO. 200	3 TO 15

2.2 GRANULAR BEDDING AND TRENCH BACKFILL: WELL-GRADED SAND MEETING THE GRADATION REQUIREMENTS OF ASTM D2487 (SE OR SW-SM).

2.3 ALL STRUCTURAL BACKFILL AND SUBBASE UNDER SLABS SHALL BE SELECT STRUCTURAL FILL MEETING THE GRADATION AND SOUNDNESS REQUIREMENTS IN ACCORDANCE WITH THE FOLLOWING:

SIEVE SIZE	TOTAL PERCENT PASSING
4" INCH	100
NO. 40	0 TO 70
NO. 200	0 TO 40

2.4 MATERIALS SHALL BE SUBSTANTIALLY FREE OF SHALE OR OTHER SOFT, POOR DURABILITY PARTICLES. IF TESTING IS ELECTED BY PROJECT OWNER, MATERIAL WITH A MAGNESIUM SULFATE SOUNDNESS LOSS EXCEEDING 30% WILL BE REJECTED.

2.5 COARSE AGGREGATE FOR SUBBASE COURSE SHALL CONFORM TO ASTM D2940.

2.6 UNSUITABLE MATERIAL: HIGH AND MODERATELY PLASTIC SILTS AND CLAYS (LL>45), MATERIAL CONTAINING REFUSE, FROZEN LUMPS, DEMOLISHED BITUMINOUS MATERIAL, VEGETATIVE MATERIAL, WOOD, STONES IN EXCESS OF 3 INCHES IN ANY DIMENSION, AND DEBRIS AS DETERMINED BY THE ENGINEER. TYPICALLY THESE WILL BE SOILS CLASSIFIED BY ASTM AS FT, MH, OH, CH, OH, ML, AND OL.

PART 3 – EXECUTION

3.1 GENERAL:

- BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF A RAIN EVENT, NO SEDIMENT WILL LEAVE THE WORK SITE.
- BEFORE ALL SURVEY, LAYOUT, STAKING, AND MARKING, ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.
- CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE. REMOVE TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED.
- REMOVE THE FOLLOWING MATERIALS TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE ORIGINAL GROUND SURFACE: ROOTS, STUMPS, AND OTHER DEBRIS, BRUSH, AND REFUSE EMBEDDED IN OR PROTRUDING THROUGH THE GROUND SURFACE. RAKE, DISK OR PLOW THE AREA TO A DEPTH OF NO LESS THAN 6 INCHES, AND REMOVE TO A DEPTH OF 12 INCHES ALL ROOTS AND OTHER DEBRIS THEREBY EXPOSED.
- REMOVE TOPSOIL MATERIAL COMPLETELY FROM THE SURFACE UNTIL THE SOIL NO LONGER MEETS THE DEFINITION OF TOPSOIL. AVOID MIXING TOPSOIL WITH SUBSOIL OR UNSUITABLE MATERIALS.

F. EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING AND DEMOLITION WORK COMPLETELY WITH GRANULAR FILL.

G. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS. BURNING WILL NOT BE PERMITTED.

H. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE THE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES INDICATED ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, OR OTHER ITEM NOT SHOWN THAT MIGHT INTERFERE WITH THE PROPOSED CONSTRUCTION. NOTIFY THE ENGINEER OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.

I. SEPARATE AND STOCK FILL AND EXCAVATED MATERIALS SUITABLE FOR BACKFILL. ALL EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.

J. DURING EXCAVATION, THE SUB-CONTRACTOR SHALL PROVIDE SHORING, SHEETING, AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF EXCAVATION.

K. WHEN DIRECTIONAL BORING IS REQUIRED, SUB-CONTRACTOR SHALL INSTALL A LOOSE TONING WIRE WITHIN INSTALLED CONDUIT TO ALLOW FOR IDENTIFICATION OF UNDERGROUND CONDUITS.

3.2 BACKFILL:

- AS SOON AS PRACTICAL, AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE, INCLUDING EXPIRATION OF THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE EXCAVATION WITH SPECIFIED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.
- PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL BE REMOVED AND THE EXCAVATION CLEARED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW, OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO GREATER THAN 12-INCHES LOOSE THICKNESS AND COMPACTED. WHERE HAND OPERATED COMPACTORS ARE USED, FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 12-INCHES IN LOOSE DEPTH AND COMPACTED.
- THOROUGHLY COMPACT EACH LAYER OF BACKFILL TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS ESTABLISHED BY THE STANDARD PROCTOR TEST, ASTM D 698.
- WHENEVER THE DENSITY TESTING INDICATES THAT THE SUB-CONTRACTOR(S) HAS NOT OBTAINED THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTIL THE SPECIFICATION REQUIREMENTS ARE MET UNLESS OTHERWISE AUTHORIZED BY THE CONSTRUCTION MANAGER. THE SUB-CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY, SUCH AS DISKING AND DRIVING, ADDING WATER, OR INCREASING THE COMPACTIVE EFFORT TO MEET THE MINIMUM COMPACTION REQUIREMENTS.
- THE SUB-CONTRACTOR SHALL OBTAIN GRAB SAMPLES OF SUFFICIENT QUANTITY TO PROVIDE TO LAB FOR PURPOSE OF DETERMINING MAX DRY DENSITY. ALL LOOSE AND/OR ORGANIC MATERIAL SHALL BE REMOVED PRIOR TO PREPARATION OF THE AREA FOR PLACEMENT OF STRUCTURAL BACKFILL. OVERALL PLAN AREA OF WORK SHALL EXTEND 3'-0" MINIMUM BEYOND THE FINAL DIMENSIONS.
- SCAFFRY THE EXISTING SOILS TO A DEPTH OF 6" AND RE-COMPACT USING A VIBRATING PLATE OR TAMPER. ANY SOFT AREAS SHALL BE OVEREXCAVATED 12" AND BACKFILLED WITH MATERIALS AND COMPACTION REQUIREMENTS SHOWN ON THE DRAWINGS.
- PLACEMENT AND COMPACTION OF STRUCTURAL BACKFILL AND SUBBASE SHALL BE IN 12" LIFTS. EXCAVATE FOR THE FOOTING EDGE AS SHOWN ON THE DRAWINGS.

3.3 TRENCHING EXCAVATION:

- UTILITY TRENCHES SHALL BE EXCAVATED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE GENERAL CONTRACTOR. PROVIDE SHORING, SHEETING AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF THE TRENCH WALLS.
- EXTEND THE TRENCH WIDTH A MINIMUM OF 6 INCHES BEYOND THE OUTSIDE EDGE OF THE OUTERMOST CONDUIT.
- WHEN SOFT YIELDING, OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, EXCAVATE THE REQUIRED TRENCH TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE REQUIRED ELEVATION, THEN BACKFILL WITH 12" OF GRANULAR MATERIAL.

3.4 TRENCHING BACKFILL:

- PROVIDE GRANULAR BEDDING MATERIAL IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS.
- NOTIFY THE ENGINEER 24 HOURS IN ADVANCE OF BACKFILLING.
- CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING, BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE TESTING.
- PLACE GRANULAR BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 6-INCH UNCOMPACTED LIFTS UNTIL 12 INCHES OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACE AROUND CONDUITS AND MANHOLES.
- PROTECT CONDUIT FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR UNBALANCED LOADING.
- ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT SATISFACTORY BACKFILL MATERIAL IN 12-INCH MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE.
- COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR GREATER THAN THAT OF THE EXISTING UNDISTURBED MATERIAL. IMMEDIATELY ADJACENT TO THE TRENCH BUT NO LESS THAN A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS ESTABLISHED BY THE STANDARD PROCTOR TEST, ASTM D 698.
- PER LOCAL REGULATORY AUTHORITY AND AS APPLICABLE, ALL TRENCHES IN PUBLIC RIGHT-OF-WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.

3.5 FINISH GRADING:

- PERFORM ALL GRADING TO PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES AND SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL MATCH SURROUNDING TOPOGRAPHY AND STRUCTURES.
- UTILIZE GRANULAR FILL RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.
- REPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL OR BETTER CONDITION.
- AREAS OF THE PROJECT HOST'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE EQUIPMENT OR PARKING/DRIVING AREAS SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION.

3.6 ASPHALT PAVING ROAD:

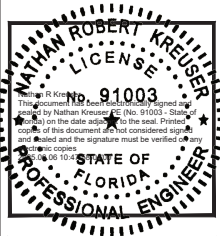
- ASHTO
- STATE SPECIFIC ASPHALT SPECIFICATIONS FOR HIGHWAYS
- THE SUB-CONTRACTOR IS RESPONSIBLE FOR RE-STIRPING AND APPLYING SEALCOATING, UNLESS OTHERWISE SPECIFIED.



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DRAWN BY: HMP

CHECKED BY: NRV

APPROVED BY: NRV

PROJECT #: 50125704

JOB #: 50163349

SUBMITTALS		
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
5	05/15/25	ISSUED PER COMMENTS
4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:

FORT LAUDERDALE, FL –
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:

2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE

GENERAL NOTES I

SHEET NUMBER

GN-1

ELECTRICAL NOTES:

1. THE GENERAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS, ANY/ALL APPLICABLE SPECIFICATIONS, IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, SUB-CONTRACTOR SHALL NOTIFY THE PROJECT HOST AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE PROJECT HOST HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.
2. THE GENERAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND MECHANICAL INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL EXISTING CONDITIONS OF ELECTRICAL EQUIPMENT, LIGHT FIXTURES, ETC., THAT ARE PART OF THE FINAL SYSTEM, SHALL BE VERIFIED BY THE SUB-CONTRACTOR, PRIOR TO THE SUBMITTAL OF HIS BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE THE SUBCONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC AND ALL CODES AND LOCAL ORDINANCES OF THE LOCAL POWER COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT NOT BE LIMITED TO:
 - A. UL – UNDERWRITERS LABORATORIES
 - B. NEC – NATIONAL ELECTRICAL CODE
 - C. NEMA – NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
 - D. OSHA – OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
 - E. SBC – STANDARD BUILDING CODE
 - F. NFPA – NATIONAL FIRE PROTECTION ASSOCIATION
4. DO NOT SCALE ELECTRICAL DRAWINGS, REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, AND CONFIRM WITH ENGINEER ANY SIZES AND LOCATIONS WHEN NEEDED.
5. EXISTING SERVICES: THE GENERAL CONTRACTOR SHALL NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE PROJECT HOST.
6. THE GENERAL CONTRACTOR SHALL PAY FOR ANY/ALL PERMITS, FEES, INSPECTIONS AND TESTING. THE GENERAL CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO THE WORK BEGINNING OR ORDERING EQUIPMENT.
7. THE TERM "PROVIDE" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL, UNLESS OTHERWISE SPECIFIED BY CONSTRUCTION MANAGER OR BY PROJECT DEVELOPER.
8. THE GENERAL CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE: LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE PROJECT HOST'S CONVICTION, ETC. ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BEGINNING ANY WORK.
9. CONDUCTORS: THE CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER OR ALUMINUM WITH TYPE (THWN-2) INSULATION, 600 VOLT, COLOR CODED UNLESS SPECIFIED DIFFERENTLY ON DRAWINGS.
10. ALL (THWN-2) WIRING INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
11. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
12. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER. SUB-CONTRACTOR IS TO PROVIDE ALL ELECTRICAL EQUIPMENT UNLESS OTHERWISE DIRECTED.
13. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL SUB-CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATING AND SUBJECT TO REGULATORY INSPECTION AND APPROVAL BY THE CONSTRUCTION MANAGER.
14. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
15. THE GENERAL CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.
16. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED THEREIN.
17. ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
18. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IEEE.
19. GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURERS CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
20. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE CONTRACTOR(S) RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE CONSTRUCTION MANAGER UPON FINAL ACCEPTANCE.
21. THE SUBCONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES.
22. DISCONNECT SWITCHES SHALL BE H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
23. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NOCALOX" BY IDEAL INDUSTRIAL INC. COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED ALUMINUM & COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED – NO SUBSTITUTIONS.
24. ALL EXTERIOR AND INTERIOR ABOVE GROUND CONDUIT SHALL BE RIGID GALVANIZED STEEL UNLESS SPECIFIED OTHERWISE. RACEWAYS: ALL CONDUITS SHALL BE SCHEDULE 40 EMT MEETING OR EXCEEDING NEMA TC2 – 1990 UNLESS SPECIFIED OTHERWISE. THE SUB-CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS – 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 3 FT. RADIUS. EMT CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. COAT ALL THREADS WITH "BRITE ZINC" OR "GOLD GALV".

25. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
26. CONNECTORS FOR POWER CONDUCTORS: SUB-CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
27. THE SUB-CONTRACTOR SHALL PLACE TWO LENGTHS OF WARNING TAPE AT A DEPTH OF 12" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL SERVICE CONDUITS. CAUTIONS TAPE TO READ "CAUTION BURIED ELECTRIC".
28. WHEN DIRECTIONAL BORING IS REQUIRED, SUB-CONTRACTOR SHALL INSTALL A LOOSE TONING WIRE WITHIN INSTALLED CONDUIT TO ALLOW FOR IDENTIFICATION OF UNDERGROUND CONDUITS.
29. ALL BOLTS SHALL BE STAINLESS STEEL.
30. ALL MATERIALS AND EQUIPMENT SUPPLIED AND INSTALLED BY THE SUBCONTRACTOR SHOULD BE NEW AND UNUSED.
31. PER NEC 625.22 – THE USER INTERFACE (CHARGE POST) IS CONTROLLED BY THE ELECTRICAL EQUIPMENT (SUPERCHARGER CABINET) AND THE FOLLOWING PRECAUTIONS HAVE BEEN TAKEN TO ENSURE THE SAFETY OF CUSTOMERS AND THOSE AROUND THE EQUIPMENT. BEFORE ANY VOLTAGE OR CURRENT IS APPLIED TO THE CHARGE POST, THE CABINET MUST COMMUNICATE WITH THE TESLA VEHICLE. THERE IS A "HANDSHAKE" BETWEEN THE CAR AND THE CABINET CONFIRMING THAT THE VEHICLE IS ACTUALLY A TESLA AND THAT THE VEHICLE CAN HANDLE THE SUPERCHARGING VOLTAGE IS THEN APPLIED TO THE POWER SOCKETS IN THE CHARGE POST AND ONCE THE VOLTAGE READING FROM THE CAR IS VERIFIED AS THE SAME IN THE CHARGING CABINET, THEN CURRENT BEGINS TO FLOW. IF AT ANY POINT IN THIS PROCESS A FAULT IS DETECTED, THE CHARGING WILL STOP IMMEDIATELY. WITHIN A MATTER OF MILLISECONDS, DURING THE NORMAL CHARGING CYCLE, IF ANY FAULT OR IRREGULARITY IS DETECTED, THE CHARGING WILL AGAIN STOP WITHIN MILLISECONDS OF DETECTION. BEYOND THIS LOGIC PROTECTION, THERE IS PHYSICAL PROTECTION FROM OVER-CURRENT OR OVER-VOLTAGE WITHIN EACH OF THE CHARGERS. BECAUSE THAT, FAST ACTING FUSES ALSO PROTECT THE VEHICLE OUTPUTS FROM OUTPUTTING TOO HIGH OF A CURRENT.

REINFORCED CONCRETE NOTES:

1. DESIGN AND CONSTRUCTION OF ALL CONCRETE ELEMENTS SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING APPLICABLE CODES: ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS"; ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".
2. DO NOT USE RETEMPERED CONCRETE, OR ADD WATER TO READY-MIX CONCRETE AT THE JOB SITE. MIX DESIGN SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING CONCRETE.
3. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL BE AIR-ENTRAINED AND SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS (UNLESS OTHERWISE NOTED). ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
4. MAXIMUM AGGREGATE SIZE SHALL BE 3/4".
5. THE FOLLOWING MATERIALS SHALL BE USED:

PORTLAND CEMENT:	ASTM C 150, TYPE I
REINFORCEMENT:	ASTM A 615, GRADE 60
NORMAL WEIGHT AGGREGATE:	ASTM C 33
WATER:	DRINKABLE
AD MIXTURES:	NON-CHLORIDE CONTAINING
6. REINFORCING DETAILS SHALL BE IN ACCORDANCE WITH "DETAILING MANUAL-2004 PUBLICATION SP-66" AND "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", ACI-318-08.
7. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "1F". ALL HOOKS SHALL BE STANDARD, UNO.
8. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

CONCRETE CAST AGAINST EARTH:	3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER:	#6 AND LARGER 2 IN. #5 AND SMALLER & WWF 1-1/2 IN.
CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:	SLAB AND WALL 3/4 IN. BEAMS AND COLUMNS 1-1/2 IN.
9. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
10. INSTALLATION OF CONCRETE ANCHOR, SHALL BE PER MANUFACTURERS WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE.
11. CURING COMPOUNDS SHALL CONFORM TO ASTM C-309.
12. ADMIXTURES SHALL CONFORM TO THE APPROPRIATE ASTM STANDARD AS REFERENCED IN ACI-301.
13. DO NOT WELD OR TACKWELD REINFORCING STEEL.
14. ALL DOWELS, ANCHOR BOLTS, EMBEDDED STEEL, ELECTRICAL CONDUITS, PIPE SLEEVES, GROUNDS AND ALL OTHER EMBEDDED ITEMS AND FORMED DETAILS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
15. LOCATE ADDITIONAL EXPANSION JOINTS REQUIRED TO FACILITATE CONSTRUCTION AS ACCEPTABLE TO ENGINEER. PLACE REINFORCEMENT CONTINUOUSLY THROUGH JOINT.
16. REINFORCEMENT SHALL BE COLD BENT WHENEVER BENDING IS REQUIRED.
17. PLACE CONCRETE IN A UNIFORM MANNER TO PREVENT THE FORMATION OF COLD JOINTS AND OTHER PLANES OF WEAKNESS. VIBRATE THE CONCRETE TO FULLY EMBED REINFORCING. DO NOT USE VIBRATORS TO TRANSPORT CONCRETE THROUGH CHUTES OR FORMWORK.
18. DO NOT PLACE CONCRETE IN WATER, ICE, OR ON FROZEN GROUND.
19. DO NOT ALLOW CONCRETE SUBBASE TO FREEZE DURING CONCRETE CURING AND SETTING PERIOD, OR FOR A MINIMUM OF 14 DAYS AFTER PLACEMENT.
20. MAINTAIN TEMPERATURE OF CAST IN PLACE CONCRETE BETWEEN 50 DEGREES AND 90 DEGREES FAHRENHEIT. FOR COLD-WEATHER AND HOT-WEATHER CONCRETE PLACEMENT, CONFORM TO APPLICABLE ACI CODES AND RECOMMENDATIONS. IN EITHER CASE, MATERIALS CONTAINING CHLORIDE, CALCIUM, SALTS, ETC. SHALL NOT BE USED. PROTECT FRESH CONCRETE FROM WEATHER FOR 7 DAYS MINIMUM.
21. UNLESS INDICATED OTHERWISE ON THE DRAWINGS, REINFORCEMENT SPLICES SHALL MEET CLASS B, TENSION LAP REQUIREMENTS IN ACCORDANCE WITH ALL PROVISIONS OF ACI 318 LATEST EDITION, UNLESS NOTED OTHERWISE.
22. PROVIDE ACCESSORIES NECESSARY TO PROPERLY SUPPORT REINFORCING.

TRAFFIC MANAGEMENT NOTES:

1. ALL TEMPORARY CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS, UNLESS SUPERCEDED BY THESE PLANS.
2. ALL SIGN LEGENDS, BORDERS, AND MOUNTING SHALL BE IN ACCORDANCE WITH THE MUTCD.
3. TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF ANY WORK.
4. TEMPORARY CONSTRUCTION SIGNING, BARRICADES, AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE HIGHWAY OR COVERED WHEN THEY ARE NOT REQUIRED FOR CONTROL OF TRAFFIC.
5. SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY, CHANNELIZING DEVICES, BARRIERS, AND CRASH ATTENUATORS MUST PASS THE CRITERIA SET FORTH IN NCHRP REPORT 350, "RECOMMENDED PROCEDURES FOR THE SAFETY PERFORMANCE EVALUATION OF HIGHWAY FEATURES" AND/OR MANUAL FOR ASSESSING SAFETY HARDWARE" (MSH).
6. CONTRACTORS SHALL NOTIFY THE OWNER AND ALL TENANTS OF THIS PROPERTY AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, EXISTING PAVEMENT EXCAVATION, TEMPORARY DRIVEWAY PAVEMENT PLACEMENT, AND SIMILAR OPERATIONS.
7. THE FIRST FIVE PLASTIC DRUMS OF A TAPER SHALL BE MOUNTED WITH TYPE A LIGHTS.
8. MAXIMUM SPACING OF TRAFFIC DEVICES IN A TAPER (DRUMS OR CONES) IS EQUAL IN FEET TO THE SPEED LIMIT IN MPH.
9. MINIMUM LANE WIDTH IS TO BE 11 FEET (3.3m) UNLESS OTHERWISE SHOWN. MINIMUM LANE WIDTH TO BE MEASURED FROM THE EDGE OF DRUMS OR MEDIAN BARRIER.
10. EXISTING PEDESTRIAN ACCESS SHALL BE MAINTAINED AT ALL TIMES THROUGH A COMBINATION OF PEDESTRIAN DETOURS, PROTECTED SAFE ROUTES. ALL PEDESTRIAN ROUTES SHALL MEET APPLICABLE ACCESSIBILITY REQUIREMENTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC THROUGHOUT CONSTRUCTION AT THIS LOCATION. THE CONTRACTOR SHALL INSTALL TEMPORARY TRAFFIC SIGNS, DRUMS, CONES, OR OTHER TRAFFIC CONTROL DEVICES TO DIRECT VEHICLES AND PEDESTRIANS AROUND THE WORK ZONE.

HORIZONTAL DIRECT DRILLING NOTES:

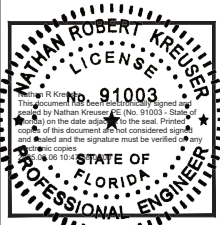
1. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF FURNISHING AND INSTALLING UNDERGROUND UTILITIES USING THE DIRECTIONAL BORING (HORIZONTAL DIRECTIONAL DRILLING, HDD) METHOD OF INSTALLATION, ALSO COMMONLY REFERRED TO AS GUIDED HORIZONTAL BORING. THIS WORK SHALL INCLUDE ALL SERVICES, EQUIPMENT, MATERIALS, AND LABOR FOR THE COMPLETE AND PROPER INSTALLATION, TESTING, RESTORATION OF UNDERGROUND UTILITIES AND ENVIRONMENTAL PROTECTION AND RESTORATION.
2. WORK PLAN, PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST SUBMIT TO THE ENGINEER A GENERAL WORK PLAN OUTLINING THE PROCEDURE AND SCHEDULE TO BE USED TO EXECUTE THE PROJECT. PLAN SHOULD DOCUMENT THE THOUGHTFUL PLANNING REQUIRED TO SUCCESSFULLY COMPLETE THE PROJECT.
3. ENVIRONMENTAL PROTECTION: CONTRACTOR SHALL PLACE SILT FENCE BETWEEN ALL BORING OPERATIONS AND ANY DRAINAGE, WETLAND, WATERWAY OR OTHER AREA DESIGNATED FOR SUCH PROTECTION BY CONTRACT DOCUMENTS, STATE, FEDERAL AND LOCAL REGULATIONS, ADDITIONAL ENVIRONMENTAL PROTECTION NECESSARY TO CONTAIN ANY HYDRAULIC OR BORING FLUID SPILLS SHALL BE PUT IN PLACE, INCLUDING BERM, LINERS, TURBIDITY CURTAINS AND OTHER MEASURES. CONTRACTOR SHALL ADHERE TO ALL APPLICABLE ENVIRONMENTAL REGULATIONS. FUEL OR OIL MAY NOT BE STORED IN BULK CONTAINERS WITHIN 200' OF ANY BORE-BODY OR WET-LAND.
4. UTILITY LOCATES: CONTRACTOR SHALL NOTIFY ALL COMPANIES WITH UNDERGROUND UTILITIES IN THE WORK AREA VIA THE STATE OR LOCAL ONE-CALL TO OBTAIN UTILITY LOCATES. ONCE THE UTILITIES HAVE BEEN LOCATED CONTRACTOR SHALL PHYSICALLY IDENTIFY THE EXACT LOCATION OF THE UTILITIES BY VACUUM OR HAND EXCAVATION, WHEN POSSIBLE, IN ORDER TO DETERMINE THE ACTUAL LOCATION AND PATH OF ANY UNDERGROUND UTILITIES WHICH MIGHT BE WITHIN 20 FEET OF THE BORE PATH. CONTRACTOR SHALL NOT COMMENCE BORING OPERATIONS UNTIL THE LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE WORK AREA HAVE BEEN VERIFIED.
5. SAFETY: CONTRACTOR SHALL ADHERE TO ALL APPLICABLE STATE, FEDERAL AND LOCAL SAFETY REGULATIONS AND ALL OPERATIONS SHALL BE CONDUCTED IN A SAFE MANNER. SAFETY MEETINGS SHALL BE CONDUCTED AT LEAST WEEKLY WITH A WRITTEN RECORD OF ATTENDANCE AND TOPIC SUBMITTED TO ENGINEER.
6. SITE RESTORATION: FOLLOWING BORING OPERATIONS, CONTRACTOR WILL DE-MOBILIZE EQUIPMENT AND RESTORE THE WORK-SITE TO ORIGINAL CONDITION. ALL EXCAVATIONS WILL BE BACKFILLED AND COMPACTED TO 95% OF ORIGINAL DENSITY. LANDSCAPING WILL BE RESTORED TO ORIGINAL.
7. RECORD KEEPING: CONTRACTOR SHALL MAINTAIN A DAILY PROJECT LOG OF BORING OPERATIONS AND A GUIDANCE SYSTEM LOG WITH A COPY GIVEN TO ENGINEER AT COMPLETION OF PROJECT. AS-BUILT DRAWINGS SHALL BE CERTIFIED AS TO ACCURACY BY CONTRACTOR.



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SUITE 1000
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FAX: 407.649.8664
FLORIDA C.O.A. #6794



DRAWN BY: HMP

CHECKED BY: NRC

APPROVED BY: NRC

PROJECT #: 50125704

JOB #: 50163349

SUBMITTALS		
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
5	05/15/25	ISSUED PER COMMENTS
4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL –
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE

GENERAL NOTES II

SHEET NUMBER

GN-2



NOTES:

1. SITE PLAN BASED ON ENGINEERING DESIGN SURVEY: A PORTION OF THE NE 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, TALLAHASSEE MERIDIAN, BROWARD COUNTY, FL BY CLARK LAND SURVEYING, INC. DATED 04/04/24.
2. UTILITY CONNECTION TO BE MADE UNDER FPL UTILITIES STANDARDS. CONFIRM FINAL DESIGN PRIOR TO CONSTRUCTION. FPL WORK ORDER #13660625.
3. IDENTIFY EXISTING UNDERGROUND UTILITIES LOCATED WITHIN AREA OF PROPOSED TRENCH & EQUIPMENT SITE AREA. HAND DIG AND RELOCATE AS REQUIRED.
4. EXISTING STORM DRAIN INLETS TO BE COVERED WITH SILT BAG DURING CONSTRUCTION.
5. SLOPES SHOWN ARE BASED ON SURVEY PROVIDED ELEVATION POINTS AND LINEAR INTERPOLATION. CONTRACTOR TO CONFIRM ADA/ACCESSIBLE STRIPING & ASSOCIATED STALLS HAVE <2% GRADE IN ALL DIRECTIONS.
6. THE PROPOSED PROJECT RESULTS AN INCREASE OF IMPERVIOUS AREA THAT HAS BEEN DETERMINED TO HAVE NO ADVERSE EFFECTS ON THE EXISTING STORMWATER SYSTEM. SEE COMPLETED MEMORANDUM BY DEWBERRY ENGINEERS INC. DATED 06/05/25.
7. CONTRACTOR TO PLACE "CHARGE FROM THIS SIDE" & "DO NOT CHARGE FROM THIS SIDE" STICKERS AT EACH POST PER TESLA DIRECTION. CONTRACTOR TO COORDINATE W/ TESLA CM FOR STICKER PLACEMENT & HEIGHT.
8. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL COMPLY WITH MUTCD, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION, AND THE CITY STANDARDS.
9. NO RESURFACING OR PAVEMENT RESTORATION IS PROPOSED FOR THIS PROJECT; STALL RESTRIPING ONLY.

EXISTING PARKING REQUIREMENTS (PREVIOUS APPROVAL)			
PROPOSED USE	SPACES REQUIRED	SPACES PROVIDED	
WENDY'S RESTAURANT	(1/50 S.F. OF CUSTOMER AREA)	1,562.41 / 50 = 32	43
	(1/200 S.F. OF REMAIN GROSS BLDG. AREA)	1,863.14 / 200 = 10	23 ONSITE (INCLUDING 2 ADA)
	(1/200 S.F. OUTDOOR SEATING AREA)	64.67 = 200 = 1	
	PARKING PROVIDED PER LEASE AGREEMENT FROM SITE SURPLUS PARKING		(30 SURPLUS AREA)
	BICYCLE PARKING REQUIRED		
	10% OF PARKING SPACES	43 x 10% = 4.3 SPACES	
	TOTAL BICYCLE PARKING PROVIDED:	5 SPACES	
FAIRFIELD INN (157 ROOMS)	(1) SP. PER EACH ROOM	(1.5 SP x 157 RMS) = 157 RMS	190
	(10) SPACES PER 1,000 S.F. OF FLOOR AREA DEVOTED TO BALLROOMS, MEETING ROOMS, RESTAURANTS, LOUNGES, SHOPS AND OTHER ACCESSORY USES	(3,279 S.F./1,000 S.F.)x10 = 33 RMS	180 (INCLUDING 6 ADA)
HOMWOOD SUITES (124 ROOMS)	(1) SP. PER EACH ROOM	(1 SP x 124 RMS) = 124 RMS	216
	(10) SPACES PER 1,000 S.F. OF FLOOR AREA DEVOTED TO BALLROOMS, MEETING ROOMS, RESTAURANTS, LOUNGES, SHOPS AND OTHER ACCESSORY USES	(9,167 S.F./1,000 S.F.)x10 = 92 RMS	147 (INCLUDING 8 ADA)
PARKING LOT	TOTAL ADDITIONAL (SURPLUS) PARKING PROVIDED		187
TOTAL PARKING REQUIRED (INCLUDING ADA):		449 SPACES	
TOTAL ADA PARKING REQUIRED		15 SPACES	
TOTAL EXISTING PARKING PROVIDED (INCLUDING ADA):		567 SPACE	
TOTAL EXISTING ADA PARKING PROVIDED		16 SPACES	
TOTAL FINAL PARKING PROVIDED (INCLUDING ADA & EV)		561 SPACES (SEE PROPOSED EV STALL TABLE FOR BREAKDOWN)	
TOTAL FINAL ADA PARKING PROVIDED (INCLUDING EV)		19 SPACES	

NOTES:

1. SPACES REQUIRED REFERENCED FROM DANIA BEACH CODE OF ORDINANCES, SEC. 265-50. EXISTING PARKING DATA TAKEN FROM PREVIOUS SITE PLAN COMPLETED BY OKE GROUP INC., DATED 12/17/15 & CITY OF DANIA BEACH COMMUNITY DEVELOPMENT STAFF REPORT, DATED 01/16/16 (SE-123-15/SE-81-15/VA-84-15/SP-80-15). CURRENT PARKING LOT CONFIGURATION AND STALL TOTALS HAVE NOT BEEN VERIFIED BY DEWBERRY ENGINEERS AND VALUES INCLUDED IN THIS TABLE ARE FOR REFERENCE ONLY.

SITE DATA	
DESCRIPTION	QUANTITY
TOTAL SITE AREA	8.14 AC
EXISTING SITE AREAS	
IMPERVIOUS AREA	6.23 AC (76.5%)
PERVIOUS AREA	1.91 AC (23.5%)
PROPOSED SITE AREAS	
PERVIOUS AREA PROPOSED FOR REMOVAL (PER PROJECT PLANS)	1,396 S.F. (0.03 AC)
IMPERVIOUS AREA	6.26 AC (76.9%)
PERVIOUS AREA	1.88 AC (23.1%)
CHANGE IN IMPERVIOUS AREA*	+0.03 AC (+0.4%)
SITE DATA INCLUDING EXISTING PERVIOUS AND IMPERVIOUS AREAS REFERENCED FROM PREVIOUS DRAINAGE CALCULATION REPORT BY ZAMORA & ASSOCIATES, INC. DATED 03/14/08.	
* THE PROPOSED PROJECT RESULTS AN INCREASE OF IMPERVIOUS AREA THAT HAS BEEN DETERMINED TO HAVE NO ADVERSE EFFECTS ON THE EXISTING STORMWATER SYSTEM. SEE COMPLETED MEMORANDUM BY DEWBERRY ENGINEERS INC. DATED 06/05/25.	

PROPOSED EV PARKING STALLS	
EXISTING	
STALLS TO BE UTILIZED	60 SPACES
PROPOSED	
PROPOSED LEVEL 3 STALLS	46 SPACES
PROPOSED LEVEL 3 ADA STALLS	2 SPACES
PROPOSED LEVEL 2 STALLS	5 SPACES
PROPOSED LEVEL 2 ADA STALLS	1 SPACE
TOTAL PROPOSED EV STALLS	54 SPACES
NET STALL CHANGE	-6

OVERALL SITE PLAN

SCALE: 1"=80' FOR 11"x17"
1"=40' FOR 22"x34"



1



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FLORIDA C.O.A. #6794



DRAWN BY: HMP

CHECKED BY: NRC

APPROVED BY: NRC

PROJECT #: 50123704

JOB #: 50163349

SUBMITTALS

REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
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1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
SP-1



NOTES:

- SITE PLAN BASED ON ENGINEERING DESIGN SURVEY: A PORTION OF THE NE 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, TALLAHASSEE MERIDIAN, BROWARD COUNTY, FL BY CLARK LAND SURVEYING, INC. DATED 04/04/24.
- UTILITY CONNECTION TO BE MADE UNDER FPL UTILITIES STANDARDS, CONFIRM FINAL DESIGN PRIOR TO CONSTRUCTION, FPL WORK ORDER #13660625.
- IDENTIFY EXISTING UNDERGROUND UTILITIES LOCATED WITHIN AREA OF PROPOSED TRENCH & EQUIPMENT SITE AREA. HAND DIG AND RELOCATE AS REQUIRED.
- EXISTING STORM DRAIN INLETS TO BE COVERED WITH SILT BAG DURING CONSTRUCTION.
- SLOPES SHOWN ARE BASED ON SURVEY PROVIDED ELEVATION POINTS AND LINEAR INTERPOLATION. CONTRACTOR TO CONFIRM ADA/ACCESSIBLE STRIPING & ASSOCIATED STALLS HAVE C-2% GRADE IN ALL DIRECTIONS.
- THE PROPOSED PROJECT RESULTS AN AN INCREASE OF IMPERVIOUS AREA THAT HAS BEEN DETERMINED TO HAVE NO ADVERSE AFFECTS ON THE EXISTING STORMWATER SYSTEM. SEE COMPLETED MEMORANDUM BY DEWBERRY ENGINEERS INC. DATED 06/05/25.
- CONTRACTOR TO PLACE 'CHARGE FROM THIS SIDE' & 'DO NOT CHARGE FROM THIS SIDE' STICKERS AT EACH POST PER TESLA DIRECTION. CONTRACTOR TO COORDINATE W/ TESLA CM FOR STICKER PLACEMENT & HEIGHT.
- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL COMPLY WITH MUTCD, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION, AND THE CITY STANDARDS.
- NO RESURFACING OR PAVEMENT RESTORATION IS PROPOSED FOR THIS PROJECT, STALL RESTRIPPING ONLY.

CITY OF DANIA BEACH ZONING DATA	
PARCEL NO.	DESCRIPTION
5042-28-17-0010	ZONE: IRDM - INDUSTRIAL-RSRCH-OFFICE-MARINE, OVERLAY DISTRICT: HO - DISTRICT OVERLAY USE CODE 39-02 HOTEL - LIMITED SERVICE WITHOUT FOOD ABBREVIATED LEGAL DESCRIPTION: AIRPORT COMMERCE CENTER PLAT 175-38 B PORTION PARCEL A DESC AS COMM AT NE COR PAR ASW 349.01 ALG N/L TO POB/SEW 270.89SE 262.19SW 101.24SE 51.18NE 311.48NW 224.01SW 29.64NW 194 TO POB AKAHOTEL ONE PARCEL. GROSS ACRES: 2.76 BLDG. S.F.: 78,143
5042-28-17-0020	ZONE: IRDM - INDUSTRIAL-RSRCH-OFFICE-MARINE, OVERLAY DISTRICT: HO - DISTRICT OVERLAY USE CODE 39-02 HOTEL - LIMITED SERVICE WITHOUT FOOD ABBREVIATED LEGAL DESCRIPTION: AIRPORT COMMERCE CENTER 175-38 B PORTION PARCEL A DESC AS BEG AT NE COR PAR ASE 373.83 ALG E/L SW 64.64NW 188.33SW 60.5E 141, NE 18.5E 47.46SW 214.12NW 173.91SW 29.64NW 194E 349.01 TO POB AKAHOTEL TWO PARCEL. GROSS ACRES: 2.62 BLDG. S.F.: 98,520
5042-28-17-0030	ZONE: IRDM - INDUSTRIAL-RSRCH-OFFICE-MARINE, OVERLAY DISTRICT: HO - DISTRICT OVERLAY USE CODE 22-01 RESTAURANTS - FAST FOOD, FRANCHISE ABBREVIATED LEGAL DESCRIPTION: AIRPORT COMMERCE CENTER 175-38 B PORTION PARCEL A DESC AS COMM AT NE COR PAR ASE 373.83 TO POB CONT SE 189.17 ALG E/LSW 42.05 SW 17.29NW 51.42SW 390.44NW 107.27SW 145.02NW 71.33NE 311.48NW 50.10NE 214.12NW 47.46SW 18.5NW 141NE 60.5E 188.33NE 64.69 TO POB AKAHOTEL OFFICE PARCEL. GROSS ACRES: 2.77 BLDG. S.F.: 3,412
5042-28-01-0190	ZONE: IRDM - INDUSTRIAL-RSRCH-OFFICE-MARINE, OVERLAY DISTRICT: HO - DISTRICT OVERLAY USE CODE 22-01 RESTAURANTS - FAST FOOD, FRANCHISE ABBREVIATED LEGAL DESCRIPTION: REED LAND CO SUB 2-32 D 28-50-42 TH PT OF LOT 12 BLK 3 DESC AS E 150 OF W 185 OF N 150 OF S 185 OF SEC 28 LESS PARCEL 1 E OF CA #81-7143 FOR RD. GROSS ACRES: 0.39 BLDG. S.F.: 1,751
5042-28-01-0192	ZONE: IRDM - INDUSTRIAL-RSRCH-OFFICE-MARINE, OVERLAY DISTRICT: HO - DISTRICT OVERLAY USE CODE 34 RIGHT-OF-WAY, STREETS, ROADS, IRRIGATION CHANNEL, DITCH, ETC ABBREVIATED LEGAL DESCRIPTION: PLAT OF SECTIONS 28-50-42 & 35 2-32 D 28-50-42 THAT PT OF LOT 12 BLK 3 DESC AS: COMM SW COR OF SW1/4 OF SEC 28, E 676.20N 65.75 TO POB/W 184.39 NWLY 61.19W 100.5WLY 37.95W 109.61N 119.24W 145N 490 M/L W 5.5 490 M/L E 5.5 145.5 119.24 S 30.76E 490N 30.76 TO POB. GROSS ACRES: 0.06 BLDG. S.F.: 0
5042-28-01-0200	ZONE: IRDM-AA - INDSTRIL-RSRCH-OFFICE-MRINE-AA, OVERLAY DISTRICT: HO - DISTRICT OVERLAY USE CODE 20-12 MARINA-SLIPS / GROUND STORAGE ABBREVIATED LEGAL DESCRIPTION: REED LAND CO SUB 2-32 B 28-50-42 PORTION OF TRACT 13 BLK 3 LYING W OF SAL R/W LESS S 669 THEREOF TOG WITH W 30 OF S 669 OF TRACT 13 BLK 3 LESS S 35 & LESS PT DESC ASCOMM AT SW COR OF SW 1/4 OF SAID SEC 28, E 706.1, N 65.75 TO POB, W 30.01, S 30.76, E 30.01, N 30.76 TO POB. GROSS ACRES: 0.63 BLDG. S.F.: 15,930
5042-28-05-0010	ZONE: IRDM - INDUSTRIAL-RSRCH-OFFICE-MARINE USE CODE 22-11 MARINA - SLIPS / BACK STORAGE ABBREVIATED LEGAL DESCRIPTION: RAVENWOOD RIDGE AMEN 43-5 B THAT PART OF TR A TOGETHER WITH THAT PART OF LOT 11 OF REED LAND CO SUB 2-32 D DESC AS BEG SW COR OF TR 11N 302.54ELY 260.19NLY 19.38NLY 108.61NELY 103, SLY 71.96ELY 204.19 TO PT ON E/L OF TR 11SELY 285.91WLY 671.87 TO POB/LESS W 35 FOR RD R/W & LESS W 5' THEREOF AKASOUTH PARCEL. GROSS ACRES: 4.45 BLDG. S.F.: 13,282
5042-28-15-0010	ZONE: C-4 - GENERAL COMMERCIAL USE CODE 48-03 WAREHOUSE - MINI STORAGE (ENCLOSED) ABBREVIATED LEGAL DESCRIPTION: WLA QUINTA PLAT 1147-30 B PARCEL A. GROSS ACRES: 0.93 BLDG. S.F.: 137,585
5042-28-06-0060	ZONE: C-2 - COMMUNITY BUSINESS USE CODE 27-04 GARAGE/AUTO BODY/AUTO PAINT SHOP ABBREVIATED LEGAL DESCRIPTION: WEST DANIA HEIGHTS 23-49 B LOT 7 LESS COMM AT SE COR OF SE1/4NLY 235.34WLY 52 TO POB/NLY 49.99 TO BEG OF CUR, NLY & WLY 39.28ELY 17 TO BEG OF CURLEY & SLY 39.28ELY 49.99 WLY 17 TO POB BLK 1. GROSS ACRES: 0.22 BLDG. S.F.: 3,008
5042-28-06-0070	ZONE: C-2 - COMMUNITY BUSINESS USE CODE 27-04 GARAGE/AUTO BODY/AUTO PAINT SHOP ABBREVIATED LEGAL DESCRIPTION: WEST DANIA HEIGHTS 23-49 B LOT 8 LESS RD AS DESC IN PARCEL #79-WCA 82-8401 BLK 1. GROSS ACRES: 0.23 BLDG. S.F.: 1,231
5042-28-06-0080	ZONE: C-2 - COMMUNITY BUSINESS USE CODE 26-02 SERVICE STATION (WITH SMALL CONVENIENCE STORE) ABBREVIATED LEGAL DESCRIPTION: WEST DANIA HEIGHTS 23-49 B LOT 9 LESS RD AS DESC IN PARCEL NO 78-W OF C A 82-10815 BLK 1. GROSS ACRES: 0.28 BLDG. S.F.: 924
5042-28-06-0180	ZONE: C-2 - COMMUNITY BUSINESS USE CODE 48-01 WAREHOUSING ABBREVIATED LEGAL DESCRIPTION: WEST DANIA HEIGHTS 23-49 B LOT 7 BLK 2. GROSS ACRES: 0.24 BLDG. S.F.: 2,857
5042-28-06-0190	ZONE: C-2 - COMMUNITY BUSINESS USE CODE 17-01 OFFICE BUILDING - NON PROFESSIONAL, 1 STORY ABBREVIATED LEGAL DESCRIPTION: WEST DANIA HEIGHTS 23-49 B LOT 8 BLK 2. GROSS ACRES: 0.24 BLDG. S.F.: 3,367
5042-28-06-0200	ZONE: C-2 - COMMUNITY BUSINESS USE CODE 48-01 WAREHOUSING ABBREVIATED LEGAL DESCRIPTION: WEST DANIA HEIGHTS 23-49 B LOT 9 BLK 2. GROSS ACRES: 0.24 BLDG. S.F.: 2,400
5042-28-06-0210	ZONE: C-2 - COMMUNITY BUSINESS USE CODE 12-01 MIXED STORE OR OFFICE AND RESIDENTIAL ABBREVIATED LEGAL DESCRIPTION: WEST DANIA HEIGHTS 23-49 B LOT 10 LESS COMM SE COR OF SE1/4 SEC 29-50-42NLY 435.47 WLY 46.45 TO POB/SWLY 46.86 SLY 3.91 TO P/CSELY & WLY ARC DIST 39.26NE 17 TO P/CSELY & NLY ARC DIST 39.26NLY 50.13, SWLY 11.45 TO POB BLK 2. GROSS ACRES: 0.23 BLDG. S.F.: 1,738
5042-28-33-0010	ZONE: IRDM - INDUSTRIAL-RSRCH-OFFICE-MARINE USE CODE 48-09 WAREHOUSE - FLEX ABBREVIATED LEGAL DESCRIPTION: THE DON TRACT 113-44 B PARCEL AB. GROSS ACRES: 9.03 BLDG. S.F.: 142,079

ZONING DATA PLAN

SCALE: 1"=120' FOR 11"x17"
1"=60' FOR 22"x34"



1



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SITE NAME:

FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:

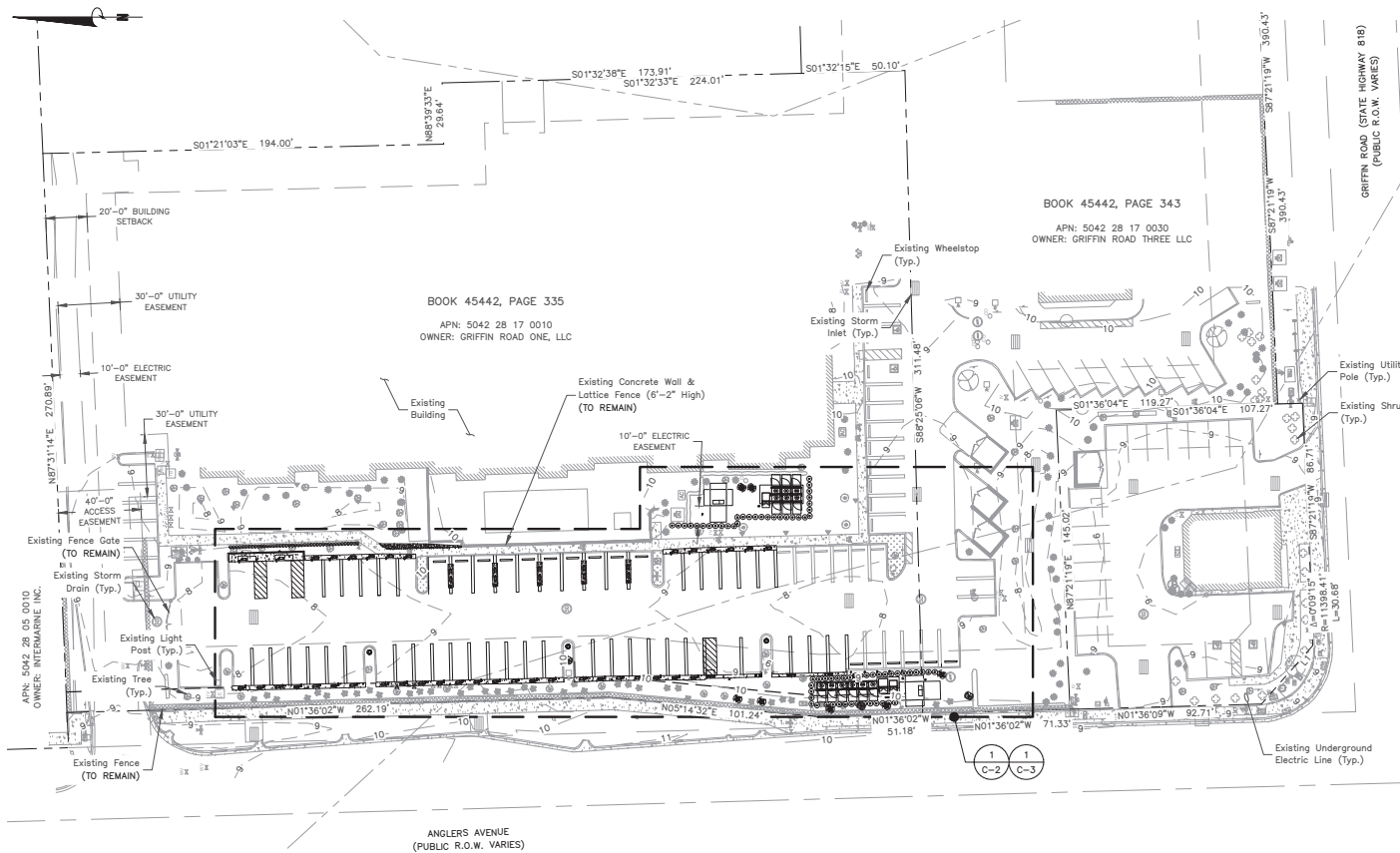
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE

ZONING DATA PLAN

SHEET NUMBER

SP-2



DETAILED SITE PLAN

SCALE: 1"=60' FOR 11'x17'
1"=30' FOR 22'x34'

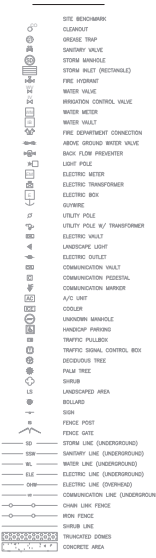


1

EQUIPMENT SHIPPED BY TESLA

EQUIPMENT	QTY
GRAY 4" STANDARD DEEP MOUNT CRASHCOURSE BOLLARD	5
GRAY MINI OFFSET EV FLEX REBOUNDING BOLLARD	50
V3.5 CABINET (4 POST)	12
ACCESSIBLE USE LAST SIGN	3
V4 POST	48
GEN 3 TESLA 24FT	6
CABINET FUSE	12
ARUBA ACCESS POINT	5
4" SUPERFLEX CONDUIT (FT)	1,542'
4" SUPERFLEX STRAIGHT COUPLER	20
4" DURALINE CONDUIT (FT)	9,201'
4" ADAPTER - DURALINE TO PVC	96
4" COUPLER - DURALINE TO DURALINE	25

LEGEND



NOTES:

- SITE PLAN BASED ON ENGINEERING DESIGN SURVEY: A PORTION OF THE NE 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, TALLAHASSEE MERIDIAN, BROWARD COUNTY, FL BY CLARK LAND SURVEYING, INC. DATED 04/04/24.
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- THE PROPOSED PROJECT RESULTS AN AN INCREASE OF IMPERVIOUS AREA THAT HAS BEEN DETERMINED TO HAVE NO ADVERSE AFFECTS ON THE EXISTING STORMWATER SYSTEM. SEE COMPLETED MEMORANDUM BY DEWBERRY ENGINEERS INC. DATED 06/05/25.
- CONTRACTOR TO PLACE "CHARGE FROM THIS SIDE" & "DO NOT CHARGE FROM THIS SIDE" STICKERS AT EACH POST PER TESLA DIRECTION. CONTRACTOR TO COORDINATE W/ TESLA CM FOR STICKER PLACEMENT & HEIGHT.
- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL COMPLY WITH MUTCD, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION, AND THE CITY STANDARDS.
- NO RESURFACING OR PAVEMENT RESTORATION IS PROPOSED FOR THIS PROJECT, STALL RESTRIPING ONLY.
- RELOCATE SIX (6) EXISTING WHEELSTOPS TO THE SOUTHWEST STALLS IN THE PARKING LOT.



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(650) 681-6000



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE.
SUITE 1000
ORLANDO, FL 32803
PHONE: 407.843.5100
FAX: 407.649.8664
FLORIDA C.O.A. #6794



DRAWN BY: HMP

CHECKED BY: NRC

APPROVED BY: NRC

PROJECT #: 50123704

JOB #: 50163349

SUBMITTALS

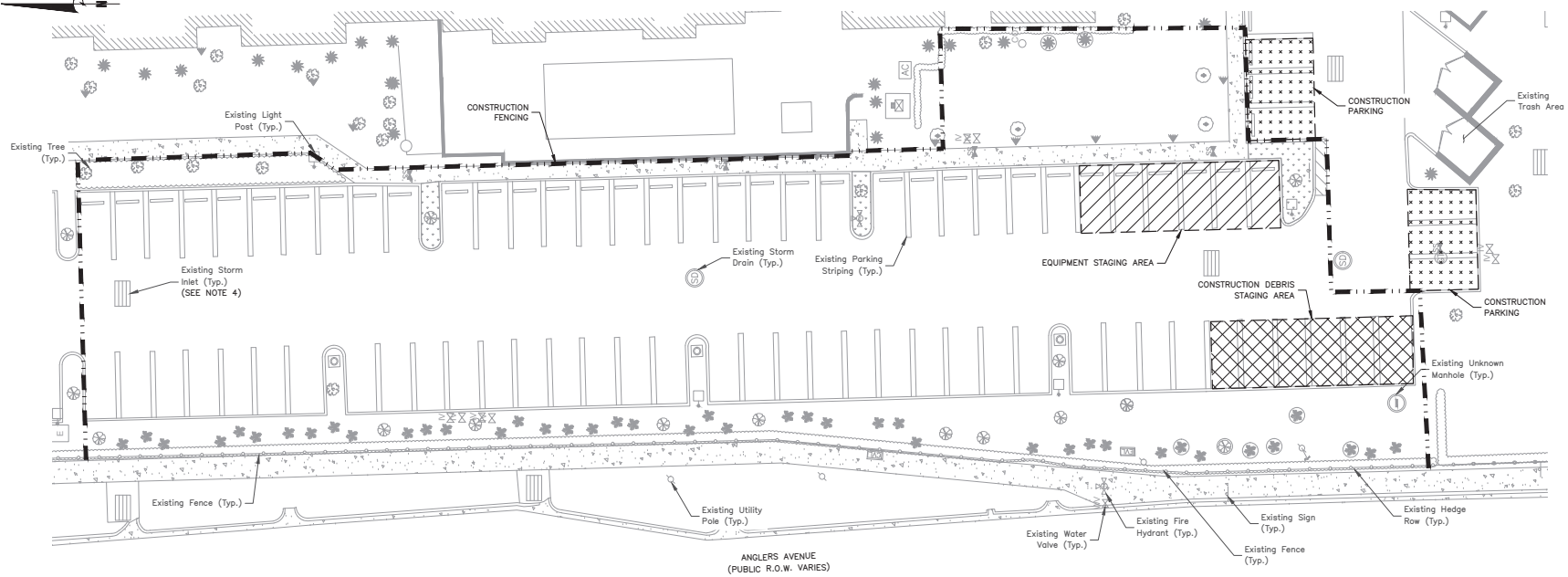
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
5	05/15/25	ISSUED PER COMMENTS
4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE
DETAILED SITE PLAN

SHEET NUMBER
C-1



LEGEND	
	CONSTRUCTION DEBRIS STAGING AREA
	EQUIPMENT STAGING AREA
	CONSTRUCTION PARKING
	CONSTRUCTION FENCING

CONSTRUCTION STAGING PLAN

SCALE: 1"=30' FOR 11"x17"
1"=15' FOR 22"x34"



1

NOTES:

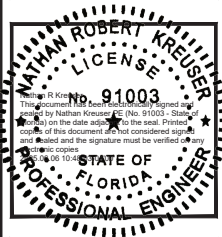
- SITE PLAN BASED ON ENGINEERING DESIGN SURVEY: A PORTION OF THE NE 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, TALLAHASSEE MERIDIAN, BROWARD COUNTY, FL BY CLARK LAND SURVEYING, INC. DATED 04/04/24.
- UTILITY CONNECTION TO BE MADE UNDER FPL UTILITIES STANDARDS, CONFIRM FINAL DESIGN PRIOR TO CONSTRUCTION, FPL WORK ORDER #13660625.
- IDENTIFY EXISTING UNDERGROUND UTILITIES LOCATED WITHIN AREA OF PROPOSED TRENCH & EQUIPMENT SITE AREA. HAND DIG AND RELOCATE AS REQUIRED.
- EXISTING STORM DRAIN INLETS TO BE COVERED WITH SILT BAG DURING CONSTRUCTION.
- SLOPES SHOWN ARE BASED ON SURVEY PROVIDED ELEVATION POINTS AND LINEAR INTERPOLATION. CONTRACTOR TO CONFIRM ADA/ACCESSIBLE STRIPING & ASSOCIATED STALLS HAVE <2% GRADE IN ALL DIRECTIONS.
- THE PROPOSED PROJECT RESULTS AN AN INCREASE OF IMPERVIOUS AREA THAT HAS BEEN DETERMINED TO HAVE NO ADVERSE AFFECTS ON THE EXISTING STORMWATER SYSTEM. SEE COMPLETED MEMORANDUM BY DEWBERRY ENGINEERS INC. DATED 06/05/25.
- CONTRACTOR TO PLACE "CHARGE FROM THIS SIDE" & "DO NOT CHARGE FROM THIS SIDE" STICKERS AT EACH POST PER TESLA DIRECTION. CONTRACTOR TO COORDINATE W/ TESLA CM FOR STICKER PLACEMENT & HEIGHT.
- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL COMPLY WITH MUTCD, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION, AND THE CITY STANDARDS.
- NO RESURFACING OR PAVEMENT RESTORATION IS PROPOSED FOR THIS PROJECT, STALL RESTRIPING ONLY.
- RELOCATE SIX (6) EXISTING WHEELSTOPS TO THE SOUTHWEST STALLS IN THE PARKING LOT.



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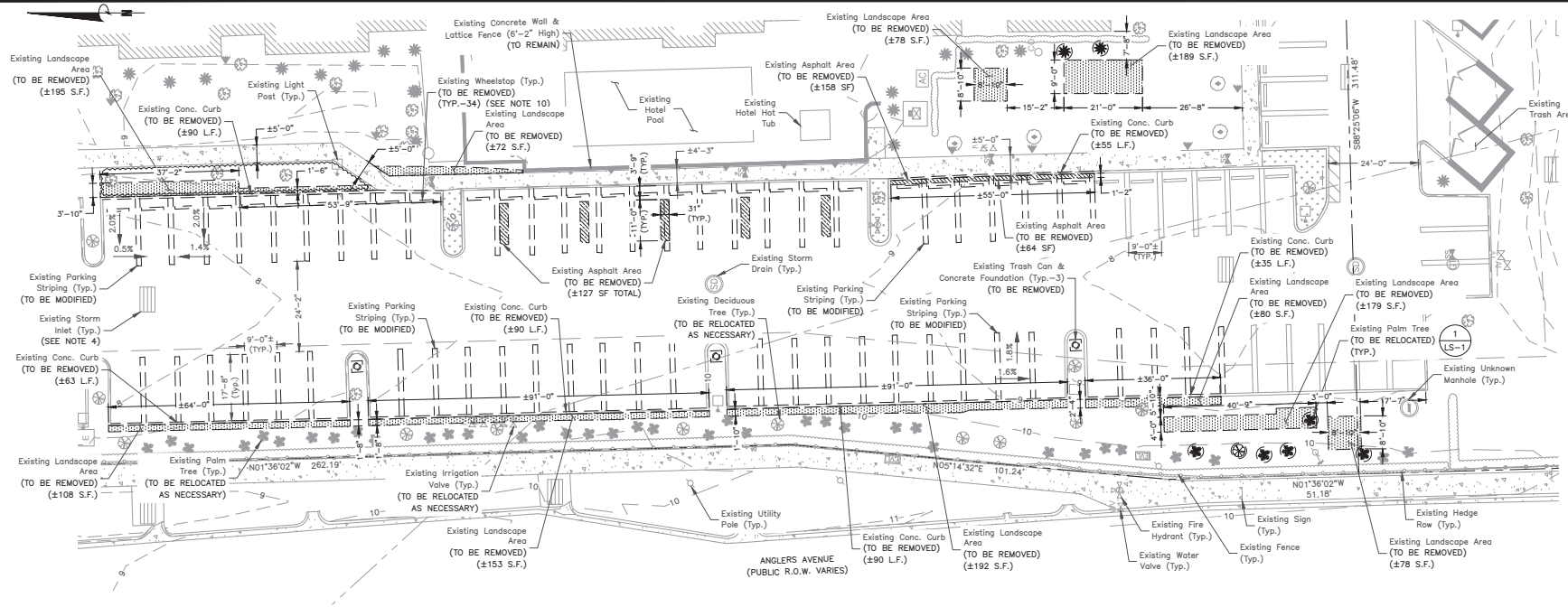
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SHEET TITLE
CONSTRUCTION STAGING
PLAN

SHEET NUMBER
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EXISTING CONDITIONS PLAN



1. SITE PLAN BASED ON ENGINEERING DESIGN SURVEY: A PORTION OF THE NE 1/4 OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 20 EAST, TALLAHASSEE MERIDIAN, BROWARD COUNTY, FL BY CLARK LAND SURVEYING, INC. DATED 04/04/24.
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3. IDENTIFY EXISTING UNDERGROUND UTILITIES LOCATED WITHIN AREA OF PROPOSED TRENCH & EQUIPMENT SITE AREA. HAND DIG AND RELOCATE AS REQUIRED.
4. EXISTING STORM DRAIN INLETS TO BE COVERED WITH SILT BAG DURING CONSTRUCTION.
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6. THE PROPOSED PROJECT RESULTS IN AN INCREASE OF IMPERVIOUS AREA, THAT HAS BEEN DETERMINED TO HAVE NO ADVERSE EFFECTS ON EXISTING STORMWATER SYSTEM. SEE COMPLETED MEMORANDUM BY DEWBERRY ENGINEERS INC., DATED 06/05/25.
7. CONTRACTOR TO PLACE "CHARGE FROM THIS SIDE" & "DO NOT CHARGE FROM THIS SIDE" STICKERS AT EACH POST PER TESLA DIRECTION. CONTRACTOR TO COORDINATE W/ TESLA CM FOR STICKER PLACEMENT & HEIGHT.
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 **Dewberry®**

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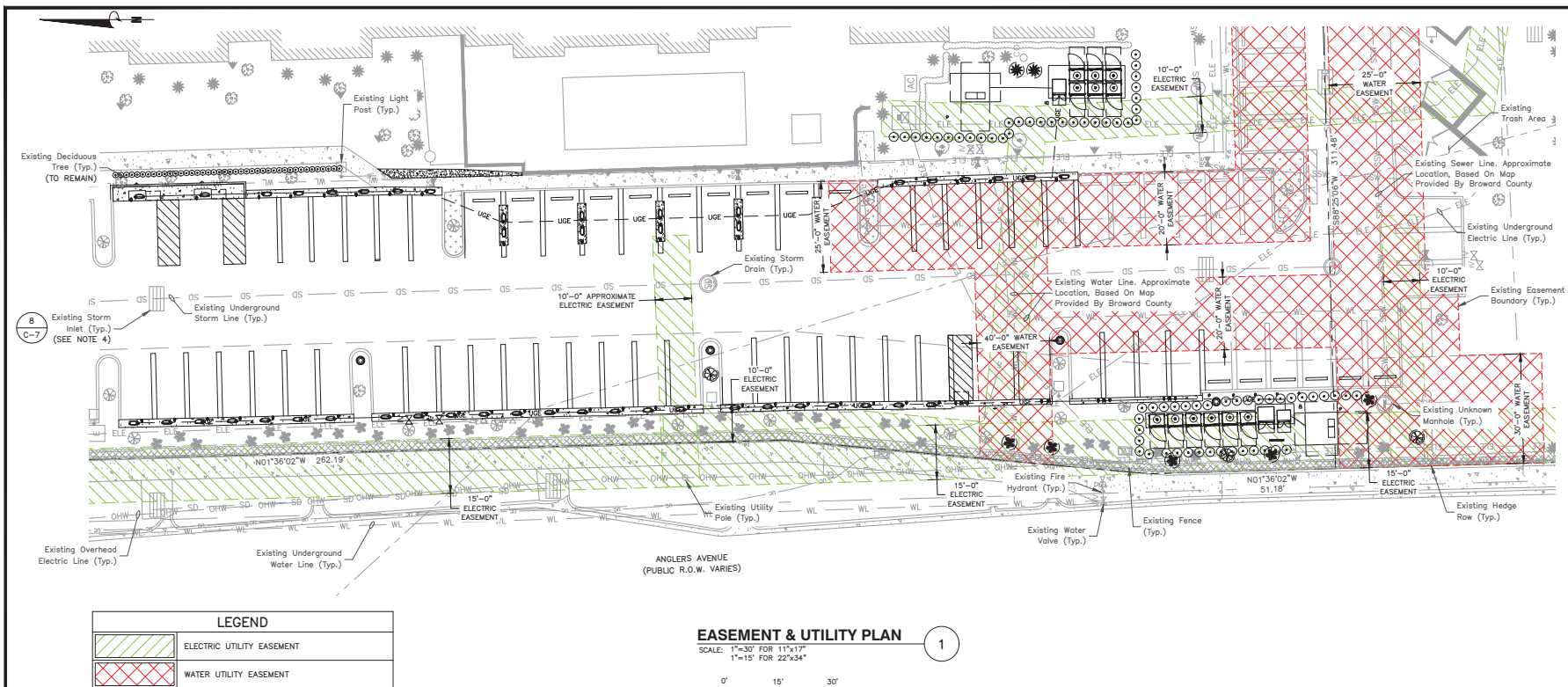
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SHEET TITLE
EXISTING CONDITIONS
PLAN

SHEET NUMBER
C-2



NOTES:

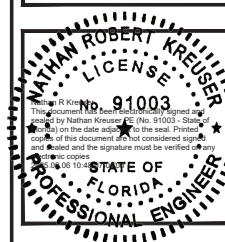
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SHEET TITLE

EASEMENT &
UTILITY PLAN

SHEET NUMBER

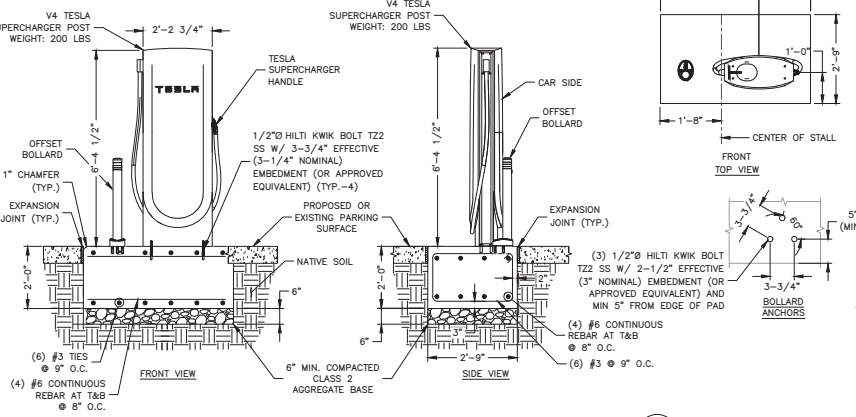
C-3A

NOTES:

- BACKFILL FOOTING WITH EXCAVATED SOIL COMPACTED TO SAME DENSITY AS UNDISTURBED SOIL.
- CONTRACTOR TO PROVIDE A MINIMUM OF 6" OF COMPACTED CRUSHED STONE FOR CAPILLARY BREAK AND CONSTRUCTION CONTROL UNDER ALL CONCRETE SLABS.
- CONTRACTOR SHALL IDENTIFY POOR DRAINING SOILS AND PROVIDE ADDITIONAL COMPACTED, WELL GRADED COURSE-GRAINED SOIL BACKFILL TO FROST DEPTH WHERE REQUIRED. CONTRACTOR TO NOTIFY TESLA CM AND ENGINEER.
- WIND RATING (WITHOUT SIGN & BOLLARD) = 156 MPH

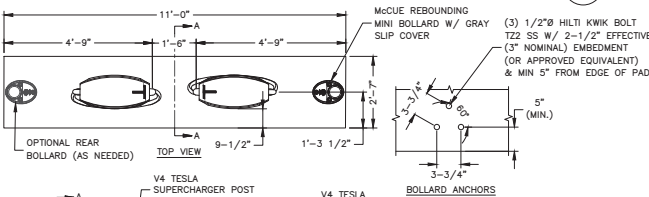
SUPERCHARGER PEDESTAL INSTALLATION NOTE:

WHEN INSTALLED BEHIND CURB, THE TOP OF THE PEDESTAL SHOULD BE FLUSH WITH THE CURB. WHEN INSTALLED IN A PAVEMENT AREA OR BEHIND THE EDGE OF PAVEMENT, THE TOP OF THE PEDESTAL SHOULD BE FLUSH WITH THE PAVEMENT.



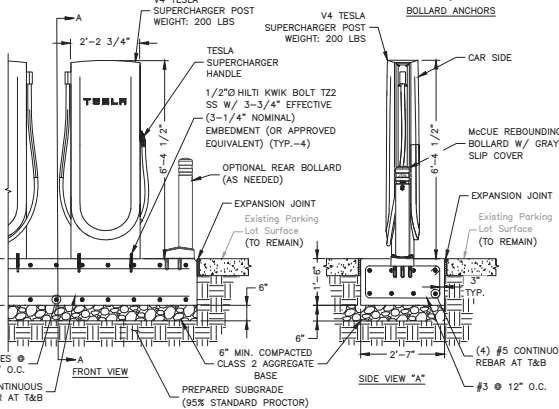
V4 SUPERCHARGER POST CAST-IN-PLACE FOUNDATION DETAIL

SCALE: N.T.S.



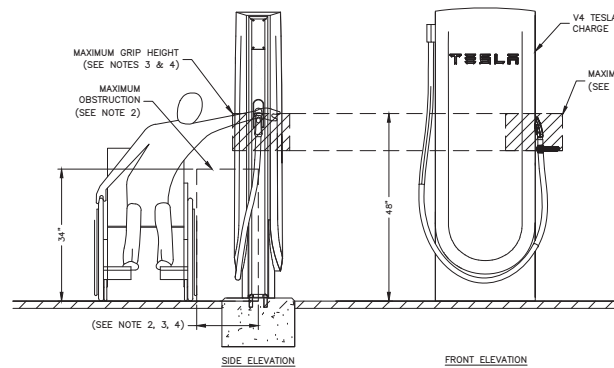
V4 SUPERCHARGER POST CAST-IN-PLACE CURB DETAIL

SCALE: N.T.S.



V4 SUPERCHARGER POST CAST-IN-PLACE STRIP FOUNDATION DETAIL

SCALE: N.T.S.



GRAB HEIGHT DETAIL

SCALE: N.T.S.

NOTES:

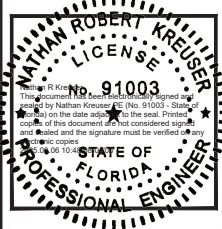
- DETAIL IS IN REFERENCE TO 2010 ADA STANDARDS OF ACCESSIBLE DESIGN.
- PER 2010 ADA STANDARDS OF ACCESSIBLE DESIGN SECTION 308.3.1 & 308.3.2, MAXIMUM OBSTRUCTION TO BE NO LARGER THAN 24 INCHES IN WIDTH AND 34 INCHES IN HEIGHT.
- PER 2010 ADA STANDARDS OF ACCESSIBLE DESIGN SECTION 308.3.1 & 308.3.2, THE HIGH SIDE REACH SHALL NOT EXCEED 48 INCHES MAXIMUM FOR A REACH DEPTH OF 10 INCHES MAXIMUM.
- PER 2010 ADA STANDARDS OF ACCESSIBLE DESIGN SECTION 308.3.1 & 308.3.2, WHERE THE REACH DEPTH EXCEEDS 10 INCHES, THE HIGH SIDE REACH SHALL NOT EXCEED 46 INCHES MAXIMUM FOR A REACH DEPTH OF 24 INCHES MAXIMUM.
- OPERABLE PART OF CABLE HANDLE COMPLIES WITH REACH RANGES PER 2010 ADA STANDARDS OF ACCESSIBLE DESIGN SECTION 309.
- PER 2010 ADA STANDARDS OF ACCESSIBLE DESIGN SECTION 308.3.2, EXCEPTIONS 2, OPERABLE PARTS OF CABLE HANDLE SHALL BE PERMITTED TO BE 54 INCHES MEASURED FROM THE SURFACE OF THE VEHICULAR WAY WHERE CABLE HANDLES ARE INSTALLED ON EXISTING CURBS.



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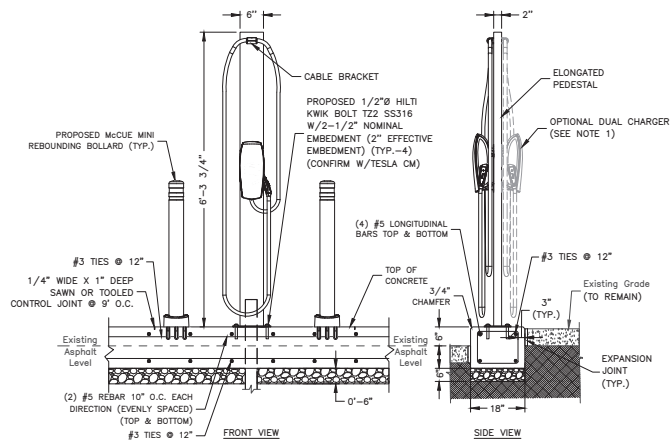
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SHEET TITLE
CONSTRUCTION
DETAILS I

SHEET NUMBER
C-4



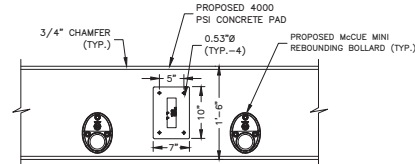
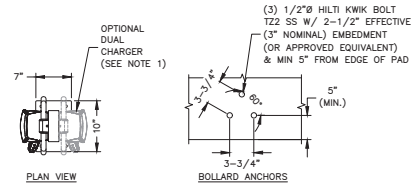
NOTE:

- SEE SHEET C-3 FOR LOCATION OF SINGLE AND DUAL POST LOCATIONS. SINGLE POST LOCATIONS WILL HAVE THE CHARGER FACING THE STALL. DUAL POST LOCATION SHALL BE ROTATED 90° TO PROVIDED CHARGER ACCESS TO BOTH STALLS.

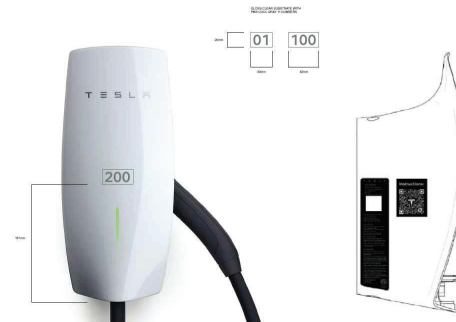
LEVEL 2 GEN 3 CONNECTOR - CAST IN PLACE DETAIL

SCALE: N.T.S.

1



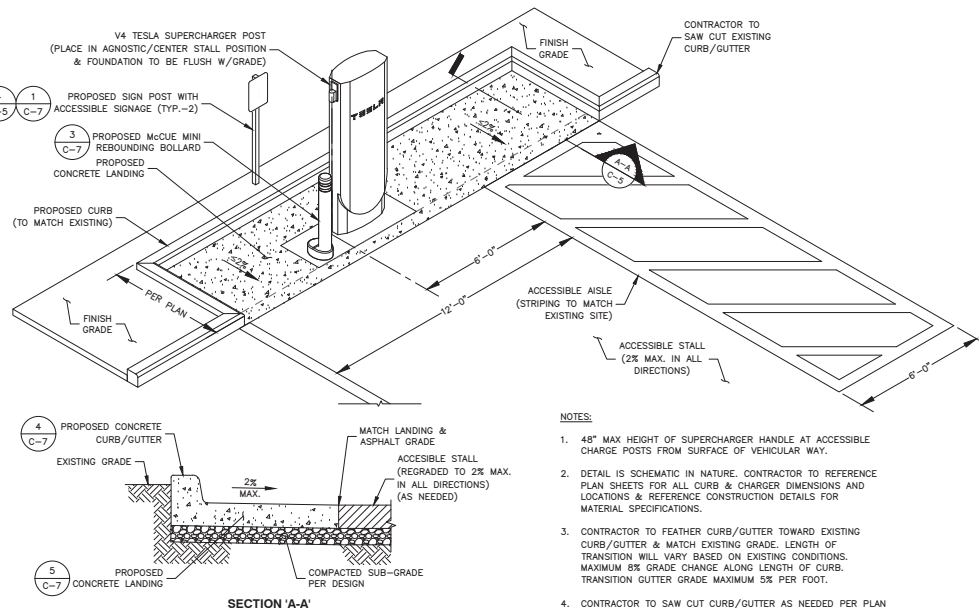
MOUNTING PLAN



LEVEL 2 NUMBER & QR DETAIL

SCALE: N.T.S.

2



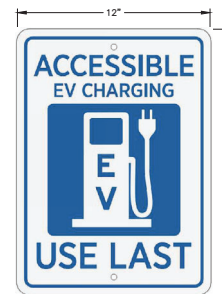
NOTES:

- 48" MAX HEIGHT OF SUPERCHARGER HANDLE AT ACCESSIBLE CHARGE POSTS FROM SURFACE OF VEHICULAR WAY.
- DETAIL IS SCHEMATIC IN NATURE. CONTRACTOR TO REFERENCE PLAN SHEETS FOR ALL CURB & CHARGER DIMENSIONS AND LOCATIONS & REFERENCE CONSTRUCTION DETAILS FOR MATERIAL SPECIFICATIONS.
- CONTRACTOR TO FEATHER CURB/GUTTER TOWARD EXISTING CURB/GUTTER & MATCH EXISTING GRADE. LENGTH OF TRANSITION WILL VARY BASED ON EXISTING CONDITIONS. MAXIMUM 8% GRADE CHANGE ALONG LENGTH OF CURB. TRANSITION GUTTER GRADE MAXIMUM 5% PER FOOT.
- CONTRACTOR TO SAW CUT CURB/GUTTER AS NEEDED PER PLAN & DISPOSED OF DEBRIS PROPERLY.

V4 ACCESSIBILITY LAYOUT DETAIL

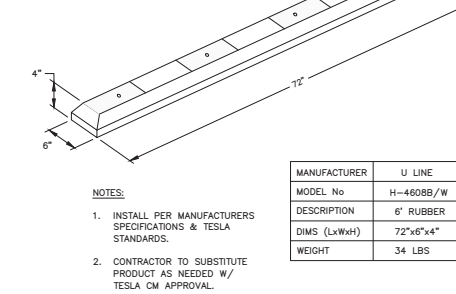
SCALE: N.T.S.

3



ACCESSIBLE SIGNAGE DETAIL

SCALE: N.T.S.



NOTES:

- INSTALL PER MANUFACTURERS SPECIFICATIONS & TESLA STANDARDS.
- CONTRACTOR TO SUBSTITUTE PRODUCT AS NEEDED W/ TESLA CM APPROVAL.

MANUFACTURER	U LINE
MODEL No	H-4608B/W
DESCRIPTION	6" RUBBER
DIMS (LxWxH)	72"x6"x4"
WEIGHT	34 LBS

RUBBER CURB STOP DETAIL

SCALE: N.T.S.

5



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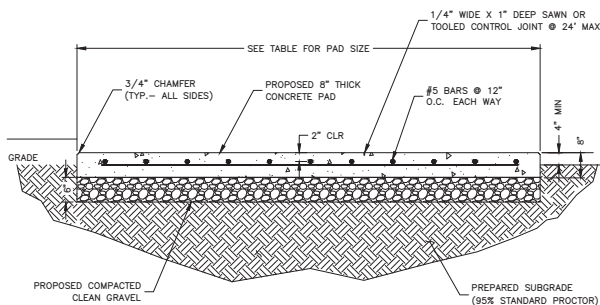
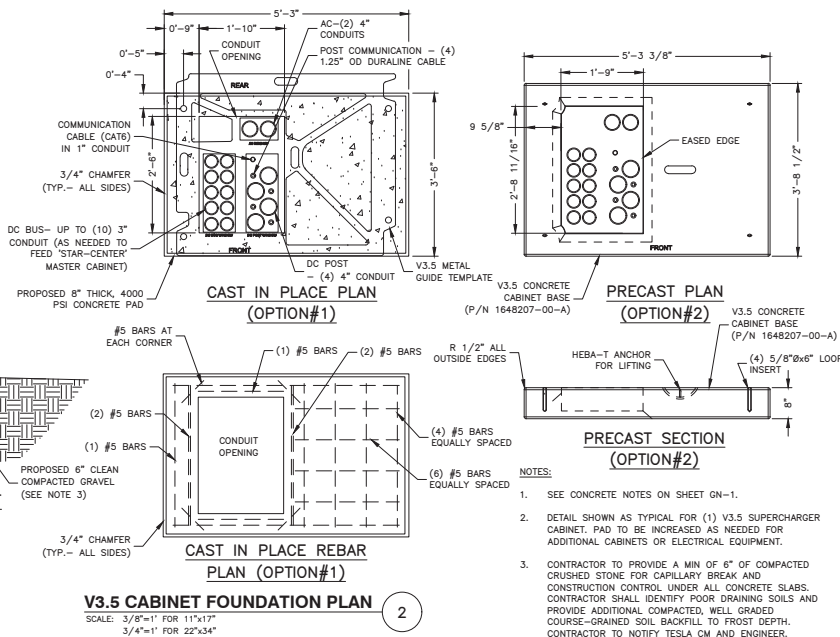
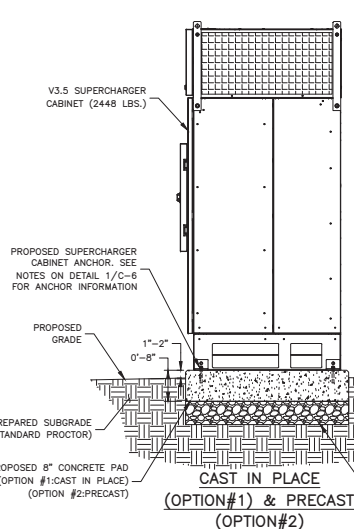
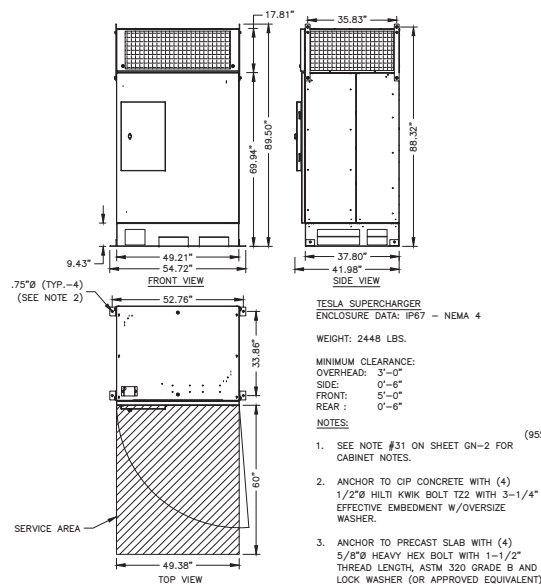
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SHEET TITLE
CONSTRUCTION
DETAILS II

SHEET NUMBER
C-5



CONCRETE PAD DIMENSIONS				
PAD TYPE	CONCRETE	L	W	t (THICKNESS)
EQUIPMENT PAD #1*	4000 PSI	40'-9"	4'-0"	8"
EQUIPMENT PAD #2*	4000 PSI	21'-0"	9'-0"	8"

* REFER TO DETAIL 2/C-6 FOR SUPERCHARGER CABINET CONCRETE PAD REINFORCEMENT.
 ** REFER TO LAYOUT ON C-3 FOR TOTAL DIMENSIONS AS SWITCHGEAR SECTIONS WILL REQUIRE A LARGER PAD AREA.

NOTES:

- SEE CONCRETE NOTES ON SHEET GN-2.
- SWITCHGEAR ANCHORS SHALL BE 1/2" HLT. KWIK BOLT T22 SS W/ 2-1/2" EFFECTIVE (3" NOMINAL) EMBEDMENT (OR APPROVED EQUIVALENT) (TYP.-4)

CONCRETE PAD DETAIL

SCALE: N.T.S.



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SHEET TITLE
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4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:

FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:

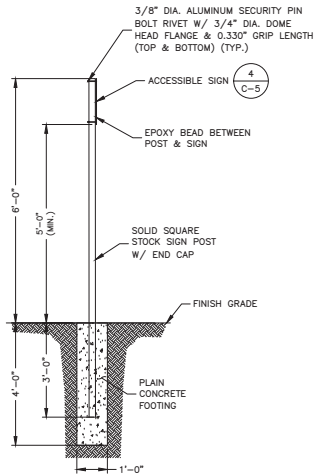
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE

CONSTRUCTION
DETAILS IV

SHEET NUMBER

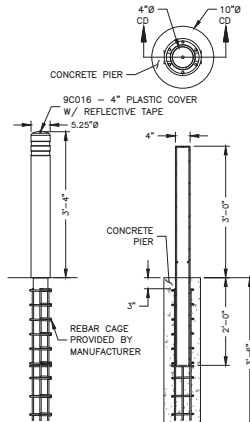
C-7



CONCRETE EMBEDMENT

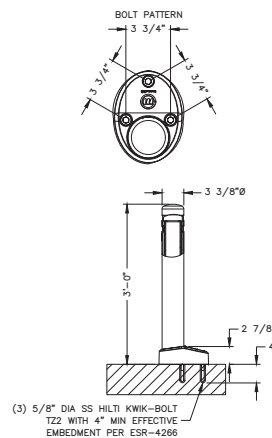
SQUARE SIGN POST DETAIL

SCALE: N.T.S.



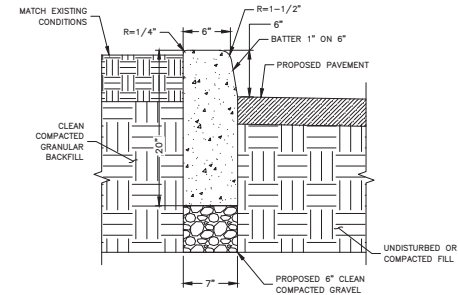
McCUE CRASH CORE BOLLARD DETAIL

SCALE: N.T.S.



McCUE MINI REBOUNTING BOLLARD

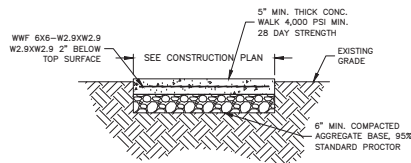
SCALE: N.T.S.



CONCRETE CURB DETAIL

SCALE: N.T.S.

1. SAW CUT AREA TO BE REPAIRED/REPLACED. DISPOSE OF DEBRIS PROPERLY OFF SITE.
2. INSTALL FORMS AS NECESSARY.
3. COMPACT EXISTING SUBGRADE MATERIAL TO ACHIEVE 95% COMPACTION.
4. CONCRETE TO BE 4000 PSI AIR ENTRAINED CONCRETE.
5. INSTALL CONTROL JOINTS EVERY 10 LINEAR FEET.

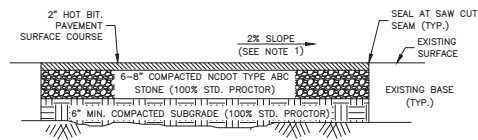


CONCRETE SIDEWALK DETAIL

1. SAW CUT AREA TO BE REPAIRED/REPLACED. DISPOSE OF DEBRIS PROPERLY OFF SITE.
2. INSTALL FORMS AS NECESSARY.
3. COMPACT EXISTING SUBGRADE MATERIAL TO ACHIEVE 95% COMPACTION.
4. CONCRETE TO BE 4,000 PSI AIR ENTRAINED CONCRETE.
5. INSTALL CONTROL JOINTS EVERY 10 LINEAR FEET.

CONCRETE SIDEWALK DETAIL

SCALE: N.T.S.



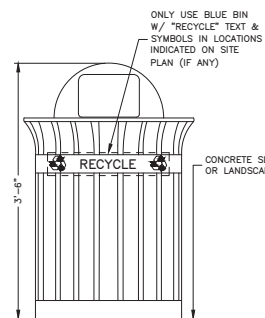
ASPHALT PAVEMENT DETAIL

1. MAINTAIN EXISTING DRAINAGE PATTERNS. SLOPE TOWARD EXISTING STORM DRAIN.

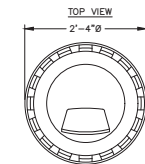
ASPHALT PAVEMENT DETAIL

SCALE: N.T.S.

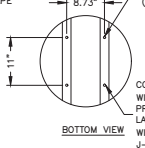
NOTE:
TRASH & RECYCLING BINS TO BE PROVIDED BY TESLA



FRONT VIEW



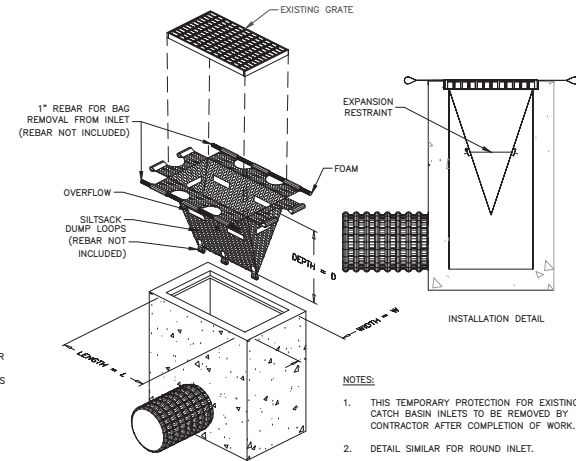
TOP VIEW



BOTTOM VIEW

WASTE MANAGEMENT BIN DETAIL

SCALE: N.T.S.



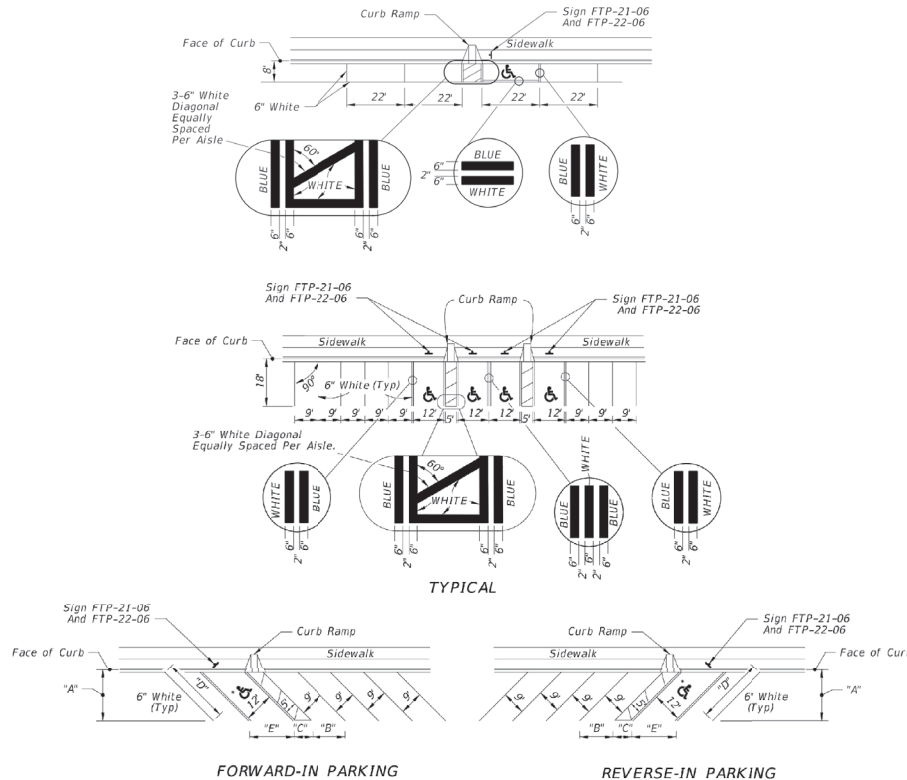
CATCH BASIN INLET PROTECTION DETAIL

1. THIS TEMPORARY PROTECTION FOR EXISTING CATCH BASIN INLETS TO BE REMOVED BY CONTRACTOR AFTER COMPLETION OF WORK.
2. DETAIL SIMILAR FOR ROUND INLET.

CATCH BASIN INLET PROTECTION DETAIL

SCALE: N.T.S.

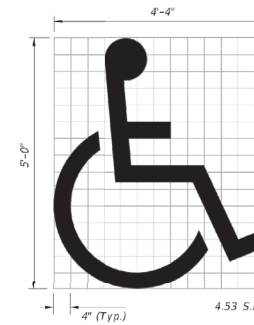
10/7/2022 2:30:31 PM



*FOR ACCESSIBLE MARKINGS - SEE ABOVE

DIMENSIONS					
Δ B	"A"	"B"	"C"	"D"	"E"
45°	17'-0"	12'-9"	7'-0"	24'-0"	17'-0"

PAVEMENT MARKING FOR PARKING



(See Note 5)

UNIVERSAL SYMBOL OF ACCESSIBILITY

NOTES:

1. Dimensions are to the centerline of markings.
2. An Access Aisle is required for each accessible space when angle parking is used.
3. Criteria for pavement markings only, not public sidewalk curb ramp locations. For ramp locations refer to plans.
4. Mount FTP-22-06 sign below the FTP-21-06 sign.
5. Use of the pavement symbol in accessible parking spaces is optional. When pavement symbol is used, the symbol is either 3'-0" or 5'-0" high and white in color.



3500 DEER CREEK ROAD
PALO ALTO, CA 94304
(650) 681-6000



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800 NORTH MAGNOLIA AVE.
SUITE 1000
ORLANDO, FL 32803
PHONE: 407.843.5100
FAX: 407.849.8664
FLORIDA C.O.A. #6794



DRAWN BY:	HMP
CHECKED BY:	NRK
APPROVED BY:	NRK
PROJECT #:	50123704
JOB #:	50163349

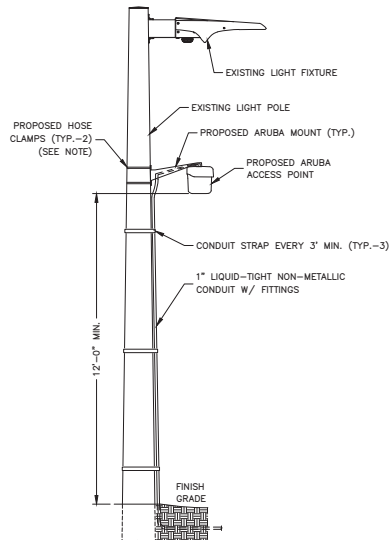
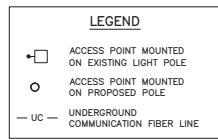
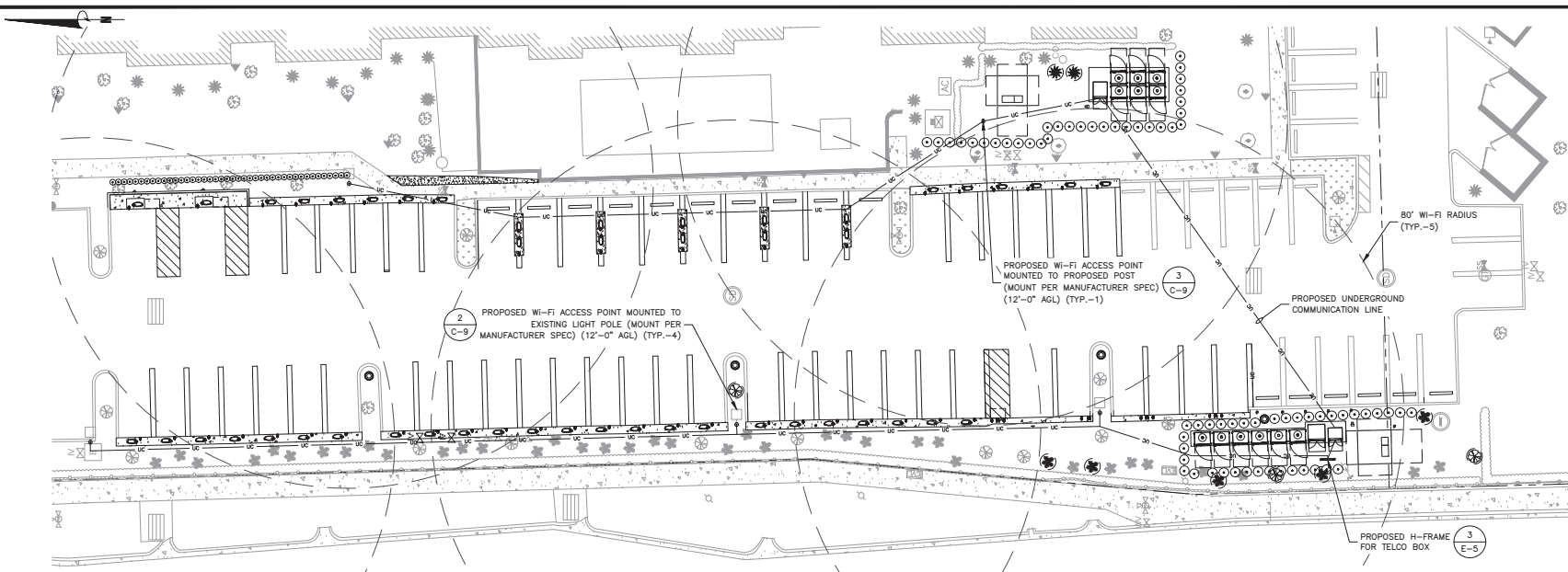
SUBMITTALS		
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
5	05/15/25	ISSUED PER COMMENTS
4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)
SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE
CONSTRUCTION
DETAILS V

SHEET NUMBER
C-8

LAST REVISION	DESCRIPTION:	FY 2023-24 STANDARD PLANS	INDEX	SHEET
11/01/21			711-001	11 of 13

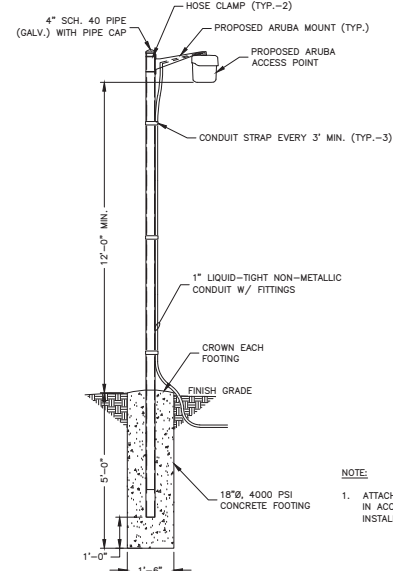


NOTE:

1. ATTACH MOUNT TO EXISTING POLE IN ACCORDANCE WITH MANUFACTURER INSTALLATION INSTRUCTIONS.

ARUBA ACCESS POINT POLE MOUNTING DETAIL 2
SCALE: N.T.S.

WI-FI ACCESS COVERAGE PLAN 1
SCALE: 1"=30' FOR 11"x17"
1"=15' FOR 22"x34"



NOTE:

1. ATTACH MOUNT TO PROPOSED POLE IN ACCORDANCE WITH MANUFACTURER INSTALLATION INSTRUCTIONS.

ARUBA ACCESS POINT POLE MOUNTING DETAIL 3
SCALE: N.T.S.



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FLORIDA C.O.A. #6794



DRAWN BY:	HMP
CHECKED BY:	NRK
APPROVED BY:	NRK
PROJECT #:	50123704
JOB #:	50163349

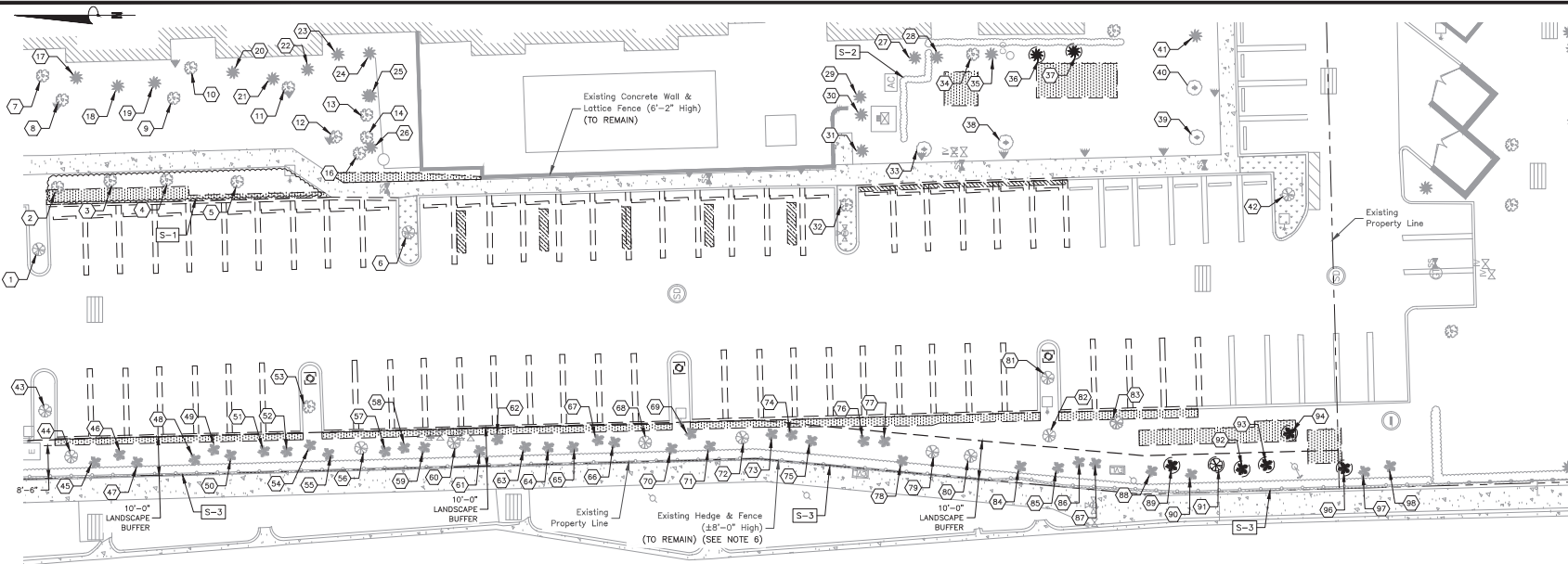
SUBMITTALS		
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
5	05/15/25	ISSUED PER COMMENTS
4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

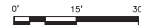
SHEET TITLE
CONSTRUCTION
DETAILS VI

SHEET NUMBER
C-9



EXISTING LANDSCAPE PLAN

SCALE: 1"=30' FOR 11'x17'
1"=15' FOR 22'x34'



EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
1	Swietenia Mahogani/Mahogany	TO REMAIN
2	Quercus Virginiana/Live Oak	TO REMAIN
3	Quercus Virginiana/Live Oak	TO REMAIN
4	Quercus Virginiana/Live Oak	TO REMAIN
5	Quercus Virginiana/Live Oak	TO REMAIN
6	Swietenia Mahogani/Mahogany	TO REMAIN
7	Quercus Virginiana/Live Oak	TO REMAIN
8	Quercus Virginiana/Live Oak	TO REMAIN
9	Quercus Virginiana/Live Oak	TO REMAIN
10	Quercus Virginiana/Live Oak	TO REMAIN
11	Quercus Virginiana/Live Oak	TO REMAIN
12	Quercus Virginiana/Live Oak	TO REMAIN
13	Quercus Virginiana/Live Oak	TO REMAIN
14	Quercus Virginiana/Live Oak	TO REMAIN
15	Quercus Virginiana/Live Oak	TO REMAIN
16	Quercus Virginiana/Live Oak	TO REMAIN
17	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
18	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
19	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
20	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
21	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
22	Velichia Montogomeryana/Montgomery Palm	TO REMAIN

EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
23	Adonidia Merrilli / Christmas Palm	TO REMAIN
24	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
25	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
26	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
27	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
28	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
29	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
30	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
31	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
32	Quercus Virginiana/Live Oak	TO REMAIN
33	Lagerstroemia Indica/Crape Myrtle	TO REMAIN
34	Quercus Virginiana/Live Oak	TO REMAIN
35	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
36	Lagerstroemia Indica/Crape Myrtle	TO REMAIN
37	Lagerstroemia Indica/Crape Myrtle	TO REMAIN
38	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
39	Lagerstroemia Indica/Crape Myrtle	TO REMAIN
40	Velichia Montogomeryana/Montgomery Palm	TO REMAIN
41	Swietenia Mahogani/Mahogany	TO REMAIN
42	Swietenia Mahogani/Mahogany	TO REMAIN
43	Swietenia Mahogani/Mahogany	TO REMAIN
44	Adonidia Merrilli / Christmas Palm	TO REMAIN
45	Adonidia Merrilli / Christmas Palm	TO REMAIN
46	Adonidia Merrilli / Christmas Palm	TO REMAIN

EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
47	Adonidia Merrilli / Christmas Palm	TO REMAIN
48	Adonidia Merrilli / Christmas Palm	TO REMAIN
49	Adonidia Merrilli / Christmas Palm	TO REMAIN
50	Adonidia Merrilli / Christmas Palm	TO REMAIN
51	Adonidia Merrilli / Christmas Palm	TO REMAIN
52	Adonidia Merrilli / Christmas Palm	TO REMAIN
53	Quercus Virginiana/Live Oak	TO REMAIN
54	Adonidia Merrilli / Christmas Palm	TO REMAIN
55	Adonidia Merrilli / Christmas Palm	TO REMAIN
56	Swietenia Mahogani/Mahogany	TO REMAIN
57	Adonidia Merrilli / Christmas Palm	TO REMAIN
58	Adonidia Merrilli / Christmas Palm	TO REMAIN
59	Adonidia Merrilli / Christmas Palm	TO REMAIN
60	Swietenia Mahogani/Mahogany	TO REMAIN
61	Adonidia Merrilli / Christmas Palm	TO REMAIN
62	Adonidia Merrilli / Christmas Palm	TO REMAIN
63	Adonidia Merrilli / Christmas Palm	TO REMAIN
64	Adonidia Merrilli / Christmas Palm	TO REMAIN
65	Adonidia Merrilli / Christmas Palm	TO REMAIN
66	Adonidia Merrilli / Christmas Palm	TO REMAIN
67	Adonidia Merrilli / Christmas Palm	TO REMAIN
68	Swietenia Mahogani/Mahogany	TO REMAIN

EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
69	Adonidia Merrilli / Christmas Palm	TO REMAIN
70	Adonidia Merrilli / Christmas Palm	TO REMAIN
71	Adonidia Merrilli / Christmas Palm	TO REMAIN
72	Swietenia Mahogani/Mahogany	TO REMAIN
73	Adonidia Merrilli / Christmas Palm	TO REMAIN
74	Adonidia Merrilli / Christmas Palm	TO REMAIN
75	Adonidia Merrilli / Christmas Palm	TO REMAIN
76	Adonidia Merrilli / Christmas Palm	TO REMAIN
77	Adonidia Merrilli / Christmas Palm	TO REMAIN
78	Adonidia Merrilli / Christmas Palm	TO REMAIN
79	Swietenia Mahogani/Mahogany	TO REMAIN
80	Swietenia Mahogani/Mahogany	TO REMAIN
81	Quercus Virginiana/Live Oak	TO REMAIN
82	Quercus Virginiana/Live Oak	TO REMAIN
83	Swietenia Mahogani/Mahogany	TO REMAIN
84	Adonidia Merrilli / Christmas Palm	TO REMAIN
85	Adonidia Merrilli / Christmas Palm	TO REMAIN
86	Adonidia Merrilli / Christmas Palm	TO REMAIN
87	Adonidia Merrilli / Christmas Palm	TO REMAIN
88	Adonidia Merrilli / Christmas Palm	TO REMAIN
89	Adonidia Merrilli / Christmas Palm	TO REMAIN
90	Adonidia Merrilli / Christmas Palm	TO REMAIN
91	Adonidia Merrilli / Christmas Palm	TO REMAIN

EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
92	Adonidia Merrilli / Christmas Palm	TO REMAIN

EXISTING SHRUB SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
S-1	Schefflera Arboricola / Green Schefflera	TO BE REPLACED
S-2	Chrysobalanus Icaco / Red Tip / Red Tip Cocoplum	TO REMAIN
S-3	Podocarpus Macrophyllus / Maki / Podocarpus	TO REMAIN

LANDSCAPE NOTES:

- EXISTING PLANT SCHEDULES BASED ON OVERALL PLANTING PLAN, BY MARTIN A.D. YABOR & ASSOC. INC., REV 3 DATED 10/08/07 AND ENGINEERING DESIGN SURVEY BY CLARK LAND SURVEYING, INC. DATED 03/16/23.
- ALL PROPOSED EQUIPMENT CABINETS AND TRANSFORMER SHALL BE SCREENED WITH PROPOSED LANDSCAPING AT INSTALLATION, AT A MINIMUM OF 48" TALL.
- ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED WITH TREE PROTECTION BARRICADES PRIOR TO THE COMMENCEMENT OF ANY WORK, MAINTAINED THROUGHOUT THE PROJECT AND LOCATION AND TYPE APPROVED BY THE CITY OF DANIA BEACH.
- LANDSCAPING SHALL BE MAINTAINED AT THE CODE REQUIREMENTS FOR SITE VISIBILITY.
- EXISTING LANDSCAPING SHALL BE KEPT IN A HEALTHY CONDITION AND ANY PLANT MATERIALS DAMAGED OR KILLED DURING CONSTRUCTION SHALL BE REPLACED.
- EXISTING HEDGE SHALL BE MAINTAINED IN ACCORDANCE WITH CODE SECTION 511-40 (C) AND SECTION 275-90(c)(c).

EXISTING IMPACTED TREE SCHEDULE						
ITEM	BOTANICAL/COMMON NAME	REMARKS	HEIGHT	DBH	CANOPY SPREAD	CONDITION
93	Velichia Montogomeryana/Montgomery Palm	TO BE RELOCATED	46'	9"	5'-4"	GOOD
94	Velichia Montogomeryana/Montgomery Palm	TO BE RELOCATED	46'	8"	5'-4"	GOOD
95	Adonidia Merrilli / Christmas Palm	TO BE RELOCATED	18'	5"	7'	GOOD
96	Cassia Surattensis / Cassia	TO BE REPLACED	17'	6"	12'	FAIR
97	Adonidia Merrilli / Christmas Palm	TO BE RELOCATED	18'	5"	6'	GOOD
98	Adonidia Merrilli / Christmas Palm	TO BE RELOCATED	18'	5"	6'	GOOD
99	Adonidia Merrilli / Christmas Palm	TO BE RELOCATED	18'	5"	6'	GOOD
100	Adonidia Merrilli / Christmas Palm	TO BE RELOCATED	18'	4"	6'-0"	GOOD

TREE LEGEND	
	Quercus Virginiana/Live Oak (TO REMAIN)
	Velichia Montogomeryana/Montgomery Palm (TO REMAIN)
	Swietenia Mahogani/Mahogany (TO REMAIN)
	Adonidia Merrilli / Christmas Palm (TO REMAIN)
	Lagerstroemia Indica/Crape Myrtle (TO REMAIN)
	Cassia Surattensis / Cassia (TO BE REPLACED)
	Adonidia Merrilli / Christmas Palm (TO REMAIN)
	Adonidia Merrilli / Christmas Palm (TO REMAIN)

3500 DEER CREEK ROAD
PALO ALTO, CA 94304
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Dewberry Engineers Inc.
882 NORTH MAGNOLIA AVE.
SUITE 1000
ORLANDO, FL 32803
PHONE: 407.243.5150
FAX: 407.640.8664
FLORIDA C.O.A. #8794

Michael J. Urchuk
2025.06.06 10:07:28-04'00'

DRAWN BY:	HMP
CHECKED BY:	NRK
APPROVED BY:	NRK
PROJECT #:	50123704
JOB #:	50163349

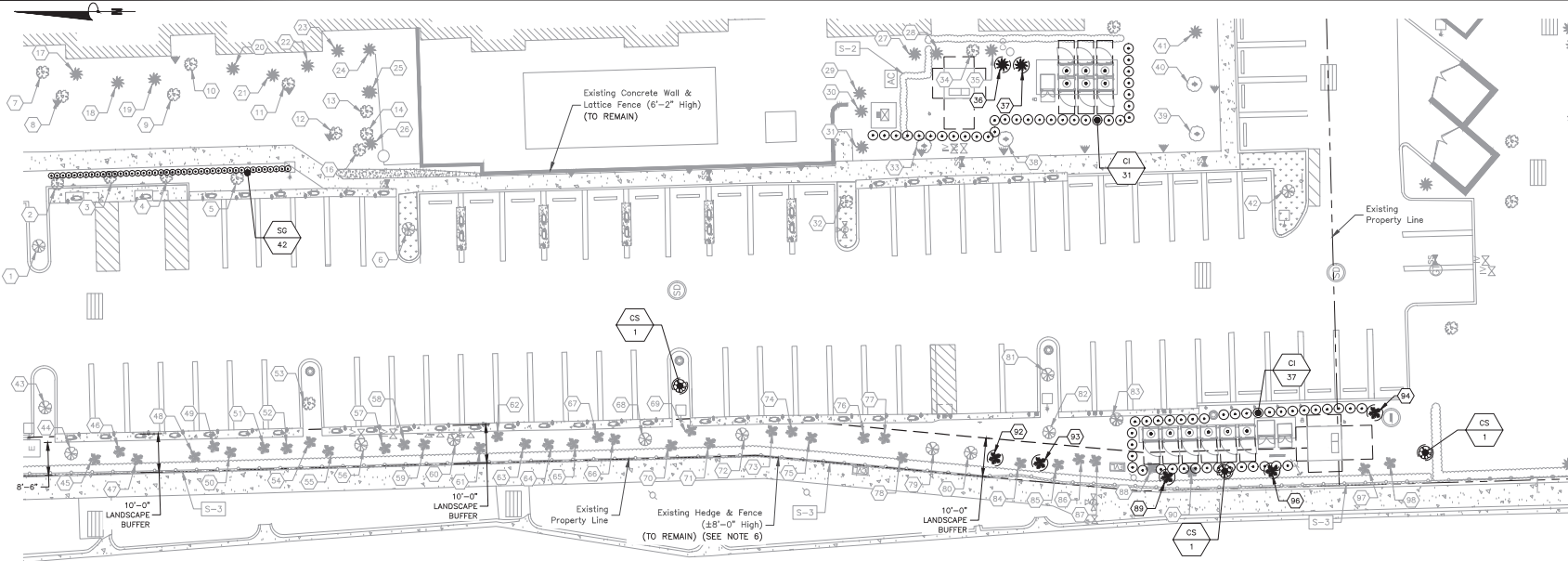
SUBMITTALS		
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
5	05/15/25	ISSUED PER COMMENTS
4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL –
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE:
EXISTING
LANDSCAPE PLAN

SHEET NUMBER:
LS-1



PROPOSED LANDSCAPE PLAN

SCALE: 1"=30' FOR 11'x17'
1"=15' FOR 22'x34'

0' 15' 30'

EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
1	Swietenia Mahogani/Mahogany	EXISTING
2	Quercus Virginiana/Live Oak	EXISTING
3	Quercus Virginiana/Live Oak	EXISTING
4	Quercus Virginiana/Live Oak	EXISTING
5	Quercus Virginiana/Live Oak	EXISTING
6	Swietenia Mahogani/Mahogany	EXISTING
7	Quercus Virginiana/Live Oak	EXISTING
8	Quercus Virginiana/Live Oak	EXISTING
9	Quercus Virginiana/Live Oak	EXISTING
10	Quercus Virginiana/Live Oak	EXISTING
11	Quercus Virginiana/Live Oak	EXISTING
12	Quercus Virginiana/Live Oak	EXISTING
13	Quercus Virginiana/Live Oak	EXISTING
14	Quercus Virginiana/Live Oak	EXISTING
15	Quercus Virginiana/Live Oak	EXISTING
16	Quercus Virginiana/Live Oak	EXISTING
17	Velichia Montogomeryana/Montgomery Palm	EXISTING
18	Velichia Montogomeryana/Montgomery Palm	EXISTING
19	Velichia Montogomeryana/Montgomery Palm	EXISTING
20	Velichia Montogomeryana/Montgomery Palm	EXISTING
21	Velichia Montogomeryana/Montgomery Palm	EXISTING
22	Velichia Montogomeryana/Montgomery Palm	EXISTING
23	Velichia Montogomeryana/Montgomery Palm	EXISTING

EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
24	Velichia Montogomeryana/Montgomery Palm	EXISTING
25	Velichia Montogomeryana/Montgomery Palm	EXISTING
26	Velichia Montogomeryana/Montgomery Palm	EXISTING
27	Velichia Montogomeryana/Montgomery Palm	EXISTING
28	Velichia Montogomeryana/Montgomery Palm	EXISTING
29	Velichia Montogomeryana/Montgomery Palm	EXISTING
30	Velichia Montogomeryana/Montgomery Palm	EXISTING
31	Velichia Montogomeryana/Montgomery Palm	EXISTING
32	Velichia Montogomeryana/Montgomery Palm	EXISTING
33	Lagerstroemia Indica/Crape Myrtle	EXISTING
34	Quercus Virginiana/Live Oak	EXISTING
35	Velichia Montogomeryana/Montgomery Palm	EXISTING
36	Lagerstroemia Indica/Crape Myrtle	EXISTING
37	Lagerstroemia Indica/Crape Myrtle	EXISTING
38	Lagerstroemia Indica/Crape Myrtle	EXISTING
39	Lagerstroemia Indica/Crape Myrtle	EXISTING
40	Lagerstroemia Indica/Crape Myrtle	EXISTING
41	Velichia Montogomeryana/Montgomery Palm	EXISTING
42	Swietenia Mahogani/Mahogany	EXISTING
43	Swietenia Mahogani/Mahogany	EXISTING
44	Swietenia Mahogani/Mahogany	EXISTING
45	Adonidia Merrillii / Christmas Palm	EXISTING
46	Adonidia Merrillii / Christmas Palm	EXISTING
47	Adonidia Merrillii / Christmas Palm	EXISTING
48	Adonidia Merrillii / Christmas Palm	EXISTING

EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
49	Adonidia Merrillii / Christmas Palm	EXISTING
50	Adonidia Merrillii / Christmas Palm	EXISTING
51	Adonidia Merrillii / Christmas Palm	EXISTING
52	Adonidia Merrillii / Christmas Palm	EXISTING
53	Quercus Virginiana/Live Oak	EXISTING
54	Adonidia Merrillii / Christmas Palm	EXISTING
55	Adonidia Merrillii / Christmas Palm	EXISTING
56	Swietenia Mahogani/Mahogany	EXISTING
57	Adonidia Merrillii / Christmas Palm	EXISTING
58	Adonidia Merrillii / Christmas Palm	EXISTING
59	Adonidia Merrillii / Christmas Palm	EXISTING
60	Swietenia Mahogani/Mahogany	EXISTING
61	Adonidia Merrillii / Christmas Palm	EXISTING
62	Adonidia Merrillii / Christmas Palm	EXISTING
63	Adonidia Merrillii / Christmas Palm	EXISTING
64	Adonidia Merrillii / Christmas Palm	EXISTING
65	Adonidia Merrillii / Christmas Palm	EXISTING
66	Adonidia Merrillii / Christmas Palm	EXISTING
67	Adonidia Merrillii / Christmas Palm	EXISTING
68	Swietenia Mahogani/Mahogany	EXISTING
69	Adonidia Merrillii / Christmas Palm	EXISTING
70	Adonidia Merrillii / Christmas Palm	EXISTING
71	Adonidia Merrillii / Christmas Palm	EXISTING

EXISTING TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
72	Swietenia Mahogani/Mahogany	EXISTING
73	Adonidia Merrillii / Christmas Palm	EXISTING
74	Adonidia Merrillii / Christmas Palm	EXISTING
75	Adonidia Merrillii / Christmas Palm	EXISTING
76	Adonidia Merrillii / Christmas Palm	EXISTING
77	Adonidia Merrillii / Christmas Palm	EXISTING
78	Adonidia Merrillii / Christmas Palm	EXISTING
79	Swietenia Mahogani/Mahogany	EXISTING
80	Swietenia Mahogani/Mahogany	EXISTING
81	Quercus Virginiana/Live Oak	EXISTING
82	Quercus Virginiana/Live Oak	EXISTING
83	Swietenia Mahogani/Mahogany	EXISTING
84	Adonidia Merrillii / Christmas Palm	EXISTING
85	Adonidia Merrillii / Christmas Palm	EXISTING
86	Adonidia Merrillii / Christmas Palm	EXISTING
87	Adonidia Merrillii / Christmas Palm	EXISTING
88	Adonidia Merrillii / Christmas Palm	EXISTING
89	Adonidia Merrillii / Christmas Palm	EXISTING
90	Adonidia Merrillii / Christmas Palm	EXISTING

EXISTING SHRUB SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
S-2	Chrysobalanus Icaoe 'Red Tip' / Red Tip Cocoplum	EXISTING
S-3	Podocarpus Macrophyllus 'Yaki' / Podocarpus	EXISTING

TREE LEGEND	
	Veitchia Montgomeryana/ Montgomery Palm (RELOCATED)
	Cassia Suratensis/ Cassia (PROPOSED)
	Adonidia Merrillii/ Christmas Palm (RELOCATED)

RELOCATED TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
CS	Cassia Suratseni / Cassia	3

RELOCATED TREE SCHEDULE		
ITEM	BOTANICAL/COMMON NAME	REMARKS
10	Velichia Montogomeryana/Montgomery Palm	TO BE RELOCATED
17	Velichia Montogomeryana/Montgomery Palm	TO BE RELOCATED
18	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
19	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
20	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
21	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
22	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
23	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
24	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
25	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
26	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
27	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
28	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
29	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
30	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
31	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
32	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
33	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
34	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
35	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
36	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
37	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
38	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
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45	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
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47	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
48	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
49	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
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67	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
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69	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
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87	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
88	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
89	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED
90	Adonidia Merrillii / Christmas Palm	TO BE RELOCATED

LANDSCAPE NOTES:

- EXISTING PLANT SCHEDULES BASED ON OVERALL PLANTING PLAN, BY MARTIN A.D. YABOR & ASSOC. INC., REV 3 DATED 10/08/07 AND ENGINEERING DESIGN SURVEY BY CLARK LAND SURVEYING, INC. DATED 03/16/23.
- ALL PROPOSED EQUIPMENT CABINETS AND TRANSFORMER SHALL BE SCREENED WITH PROPOSED LANDSCAPING AT INSTALLATION, AT A MINIMUM OF 48" TALL.
- ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED WITH TREE PROTECTION BARRICADES PRIOR TO THE COMMENCEMENT OF ANY WORK, MAINTAINED THROUGHOUT THE PROJECT AND LOCATION AND TYPE APPROVED BY THE CITY OF DANIA BEACH.
- LANDSCAPING SHALL BE MAINTAINED AT THE CODE REQUIREMENTS FOR SITE VISIBILITY.
- EXISTING LANDSCAPING SHALL BE KEPT IN A HEALTHY CONDITION AND ANY PLANT MATERIALS DAMAGED OR KILLED DURING CONSTRUCTION SHALL BE REPLACED.
- EXISTING HEDGE SHALL BE MAINTAINED IN ACCORDANCE WITH CODE SECTION 511-40 (C) AND SECTION 275-90(C)(c).



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SUITE 1000
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PHONE: 407.243.5100
FAX: 407.640.8664
FLORIDA C.O.A. #8794

Michael J Urchuk
2025.06.06 10:08:33-04'00'

DRAWN BY: HMP

CHECKED BY: NNR

APPROVED BY: NNR

PROJECT #: 50123704

JOB #: 50163349

SUBMITTALS

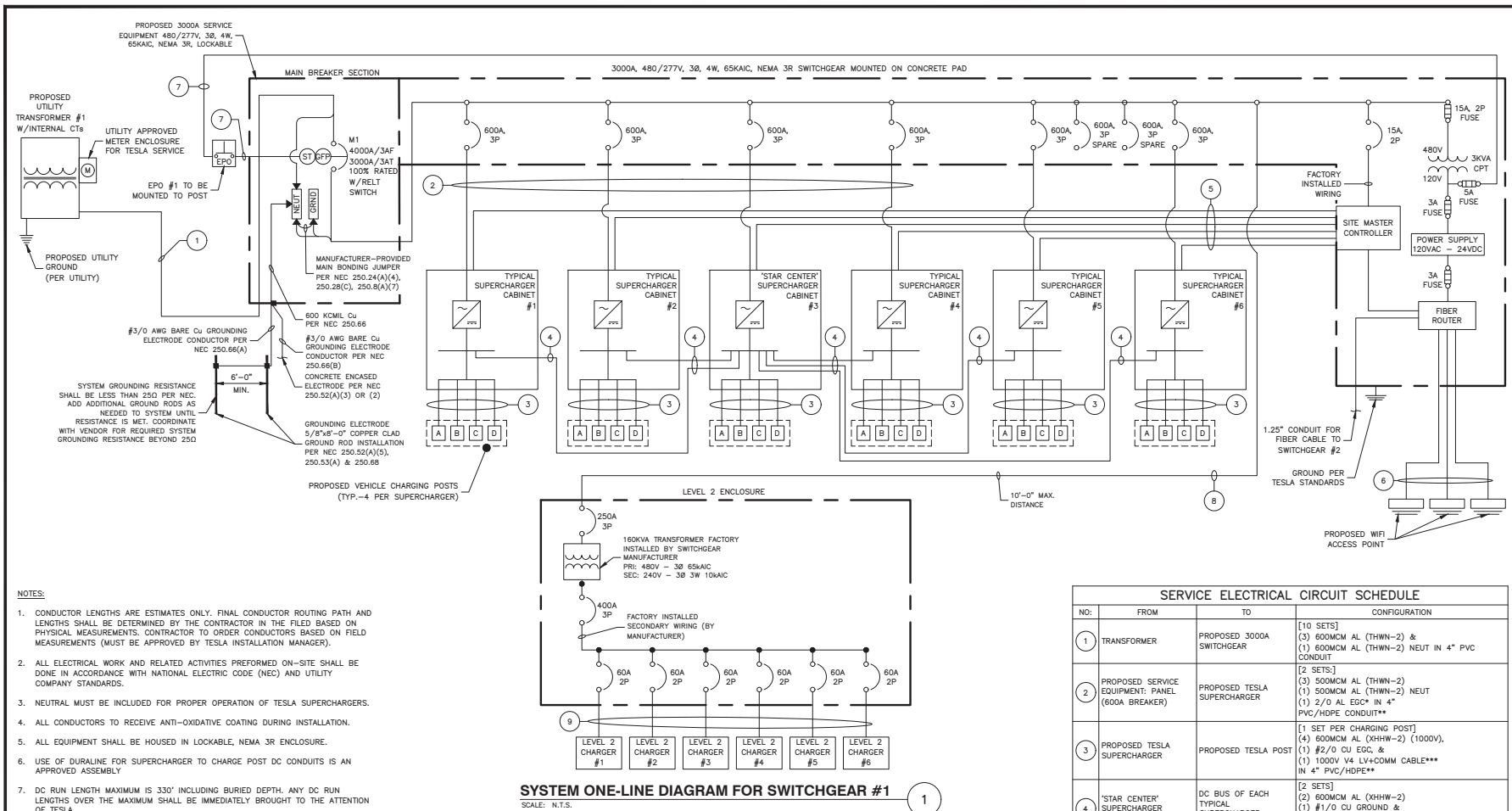
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
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7	05/27/25	ISSUED PER LS COMMENTS
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5	05/15/25	ISSUED PER COMMENTS
4	04/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL --
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE
PROPOSED
LANDSCAPE PLAN

SHEET NUMBER
LS-2



NOTES:

1. CONDUCTOR LENGTHS ARE ESTIMATES ONLY. FINAL CONDUCTOR ROUTING PATH AND LENGTHS SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD BASED ON PHYSICAL MEASUREMENTS. CONTRACTOR TO ORDER CONDUCTORS BASED ON FIELD MEASUREMENTS (MUST BE APPROVED BY TESLA INSTALLATION MANAGER).
2. ALL ELECTRICAL WORK AND RELATED ACTIVITIES PERFORMED ON-SITE SHALL BE DONE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE (NEC) AND UTILITY COMPANY STANDARDS.
3. NEUTRAL MUST BE INCLUDED FOR PROPER OPERATION OF TESLA SUPERCHARGERS.
4. ALL CONDUCTORS TO RECEIVE ANTI-OXIDATIVE COATING DURING INSTALLATION.
5. ALL EQUIPMENT SHALL BE HOUSED IN LOCKABLE, NEMA 3R ENCLOSURE.
6. USE OF DURALINE FOR SUPERCHARGER TO CHARGE POST DC CONDUITS IS AN APPROVED ASSEMBLY
7. DC RUN LENGTH MAXIMUM IS 330' INCLUDING BURIED DEPTH. ANY DC RUN LENGTHS OVER THE MAXIMUM SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF TESLA.
8. UTILITY EQUIPMENT INSTALLATIONS AND PREP WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY ENGINEER AT TIME OF PRE CONSTRUCTION MEETING TO ENSURE ACCURACY OF INSTALLATION.
9. UTILITY CONDUITS, CONNECTORS, TRANSFORMER PAD & TRANSFORMER FOUNDATION TO BE INSTALLED PER UTILITY SPECIFICATION. CONFIRM LATEST SPECIFICATIONS PRIOR TO CONSTRUCTION.
10. EXISTING UNDERGROUND UTILITIES LOCATED WITHIN AREA OF PROPOSED TRENCH & EQUIPMENT SITE AREA. HAND DIG AND RELOCATE AS REQUIRED.
11. CONTRACTOR RESPONSIBLE FOR ALL TRAFFIC SAFETY MEASURES THROUGHOUT DURATION OF CONSTRUCTION. COORDINATE ANY ACCESS ROAD CLOSURES W/OWNER.
12. CONTRACTOR TO GROUND SYSTEM TO CONCRETE-ENCASED GROUNDING ELECTRODE PER NEC 250.50. GROUNDING RESISTANCE SHALL BE LESS THAN 25Ω PER NEC. CONTRACTOR TO ADD GROUND RODS TO SYSTEM UNTIL PROPER RESISTANCE IS MET.
13. THE DC BUS SHALL BE CONFIGURED IN A RADIAL FASHION WHERE ALL CONDUCTORS ROUTE FROM EACH 'TYPICAL' SUPERCHARGER CABINET, TO THE ONE, 'STAR-CENTER' SUPERCHARGER CABINET.
14. USE OF DURALINE FOR SUPERCHARGER TO CHARGE POST DC CONDUITS IS AN APPROVED ASSEMBLY. (SEE TUV CERTIFICATION ON SHEET E-7).

SYSTEM ONE-LINE DIAGRAM FOR SWITCHGEAR #1

SCALE: N.T.S.

UTILITY S.O.W. RESPONSIBILITIES

SCOPE OF WORK	BY UTILITY	BY CONTRACTOR
PROVIDE & INSTALL PRIMARY CONDUCTORS	X	
PROVIDE & INSTALL PRIMARY TRENCHING & CONDUITS		X
PROVIDE & INSTALL TRANSFORMER PAD & ASSOCIATED GROUNDING	X	
PROVIDE UTILITY TRANSFORMER W/INTERNAL CTs	X	
INSTALL PRIMARY CONNECTIONS AT TRANSFORMER	X	
INSTALL SECONDARY CONNECTIONS AT TRANSFORMER	X	
PROVIDE UTILITY METER BASE & METER PEDESTAL		X
INSTALL UTILITY METER BASE & METER PEDESTAL		X
PROVIDE & INSTALL UTILITY METER	X	
PROVIDE & INSTALL SECONDARY TRENCHING & CONDUITS		X
PROVIDE & INSTALL SECONDARY CONDUCTORS		X

UTILITY FAULT CURRENT

TRANSFORMER: TBD
SECONDARY VOLTAGE: 277/480V
SECONDARY FAULT CURRENT: TBD

* FINAL FAULT CURRENT INFORMATION PROVIDED BY FPL

SERVICE ELECTRICAL CIRCUIT SCHEDULE

NO.	FROM	TO	CONFIGURATION
1	TRANSFORMER	PROPOSED 3000A SWITCHGEAR	[10 SETS] (3) 600MCM AL (THWN-2) & (1) 600MCM AL (THWN-2) NEUT IN 4" PVC CONDUIT
2	PROPOSED SERVICE EQUIPMENT: PANEL (600A BREAKER)	PROPOSED TESLA SUPERCHARGER	[2 SETS] (3) 500MCM AL (THWN-2) (1) 500MCM AL (THWN-2) NEUT (1) 2/0 AL EGC* IN 4" PVC/HOPE CONDUIT**
3	PROPOSED TESLA SUPERCHARGER	PROPOSED TESLA POST	[1 SET PER CHARGING POST] (4) 600MCM AL (XHHW-2) (1000V), (1) #2/0 CU EGC, & (1) 1000V V4 LV+COMM CABLE*** IN 4" PVC/HOPE CONDUIT**
4	'STAR CENTER' SUPERCHARGER CABINET DC BUS	DC BUS OF EACH TYPICAL SUPERCHARGER CABINET	[2 SETS] (2) 600MCM AL (XHHW-2) (1) #1/0 CU GROUND & (1) #5/0 AWG AL DC MID 1000V RATED IN 3" PVC/HOPE**
5	SITE CONTROLLER	SUPERCHARGER	(1) SHIELDED 600V CAT6+ IN 1" PVC/HOPE**
6	PROPOSED ROUTER	PROPOSED WIFI ANTENNA	(1) CAT6 COMM CABLE IN 1" PVC/HOPE CONDUIT**
7	PROPOSED SERVICE BREAKERS	PROPOSED EPO	(2) #12, (1) #12 G IN 3/4" CONDUIT
8	PROPOSED 4000A SWITCHGEAR	PROPOSED TESLA LEVEL 2 ENCLOSURE	[1 SET] (4) 600MCM CU & (1) #3 AWG CU GROUND IN 4" CONDUIT
9	PROPOSED TESLA LEVEL 2 ENCLOSURE	PROPOSED TESLA LEVEL 2 UNIVERSAL VEHICLE CHARGER	[1 SET PER CHARGER] (2) #6 AWG CU (THWN-2) & (1) #10 AWG CU (THWN-2) GROUND IN 1" PVC/HOPE CONDUIT**

* MODIFIED PER NEC 250.64(A)(2)

** PER UL 615A AND NEC 253, LISTED HOPE CONDUIT PERMITTED. CONTRACTOR TO CONFIRM USE W/ TESLA CM

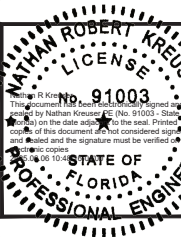
*** 1000V V4 COMM WIRE TO BE ROUTED IN 4" CONDUIT. 1.25" DURALINE CAN BE INSTALLED FOR LONG RUNS (200+ FT)



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SUITE 1000
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PHONE: 407.843.5100
FAX: 407.649.8664
FLORIDA C.O.A. #6794



DRAWN BY: HMP

CHECKED BY: NRC

APPROVED BY: NRC

PROJECT #: 50123704

JOB #: 50163349

SUBMITTALS

REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
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4	05/01/25	ISSUED PER ZON. COMMENTS
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2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:

FORT LAUDERDALE, FL –
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:

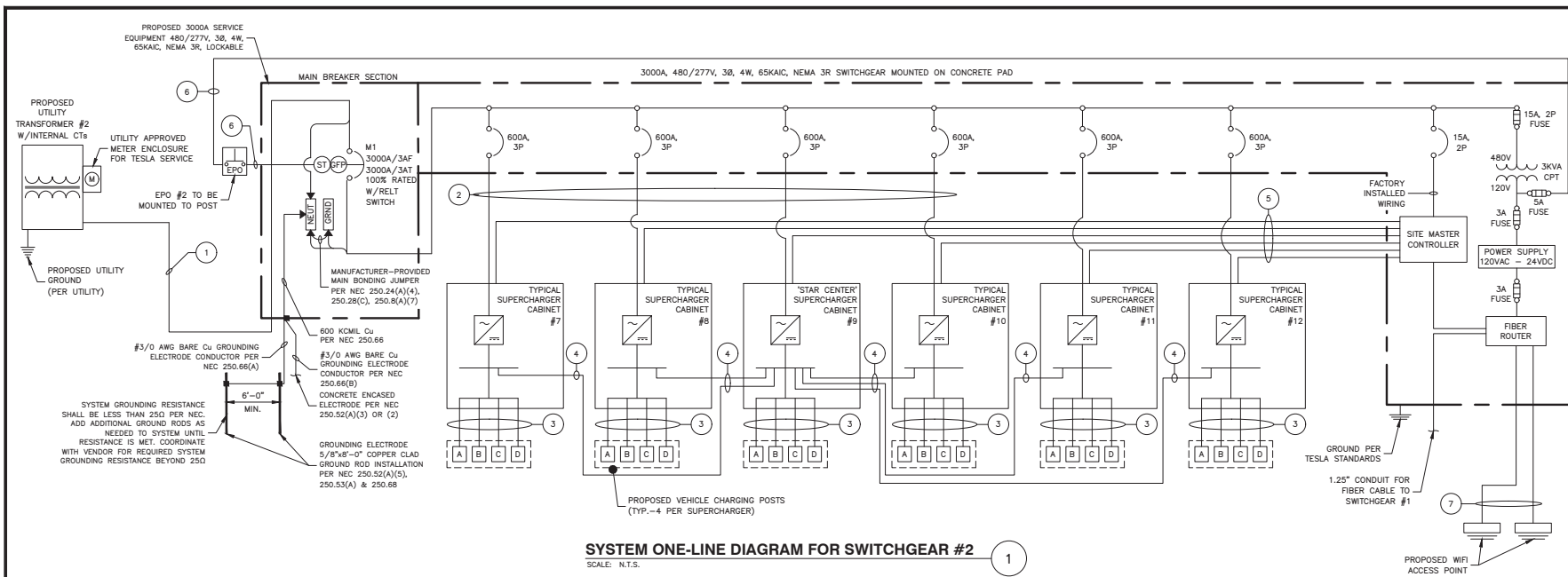
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE

ELECTRICAL ONE-LINE
DIAGRAM I

SHEET NUMBER

E-1



NOTES:

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- CONTRACTOR RESPONSIBLE FOR ALL TRAFFIC SAFETY MEASURES THROUGHOUT DURATION OF CONSTRUCTION. COORDINATE ANY ACCESS ROAD CLOSURES W/OWNER.
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- USE OF DURALINE FOR SUPERCHARGER TO CHARGE POST DC CONDUITS IS AN APPROVED ASSEMBLY. (SEE TUV CERTIFICATION ON SHEET E-7).

UTILITY FAULT CURRENT
TRANSFORMER: TBD SECONDARY VOLTAGE: 277/480V SECONDARY FAULT CURRENT: TBD

* FINAL FAULT CURRENT INFORMATION PROVIDED BY FPL

UTILITY S.O.W. RESPONSIBILITIES		
SCOPE OF WORK	BY UTILITY	BY CONTRACTOR
PROVIDE & INSTALL PRIMARY CONDUCTORS	X	
PROVIDE & INSTALL PRIMARY TRENCHING & CONDUITS		X
PROVIDE & INSTALL TRANSFORMER PAD & ASSOCIATED GROUNDING	X	
PROVIDE UTILITY TRANSFORMER W/INTERNAL CTs	X	
INSTALL PRIMARY CONNECTIONS AT TRANSFORMER	X	
INSTALL SECONDARY CONNECTIONS AT TRANSFORMER	X	
PROVIDE UTILITY METER BASE & METER PEDESTAL		X
INSTALL UTILITY METER BASE & METER PEDESTAL		X
PROVIDE & INSTALL UTILITY METER	X	
PROVIDE & INSTALL SECONDARY TRENCHING & CONDUITS		X
PROVIDE & INSTALL SECONDARY CONDUCTORS		X

SERVICE ELECTRICAL CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
1	TRANSFORMER	PROPOSED 3000A SWITCHGEAR	[10 SETS] (3) 600MCM AL (THWN-2) & (1) 600MCM AL (THWN-2) NEUT IN 4" PVC CONDUIT
2	PROPOSED SERVICE EQUIPMENT: PANEL (600A, 80% RATED)	PROPOSED TESLA SUPERCHARGER	[2 SETS] (3) 500MCM AL (THWN-2) (1) 500MCM AL (THWN-2) NEUT (1) 2/0 AL EGC IN 4" PVC/HDPE CONDUIT**
3	PROPOSED TESLA SUPERCHARGER	PROPOSED TESLA POST	[1 SET PER CHARGING POST] (4) 600MCM AL (XHHW-2) (1000V), (1) 2/0 AL EGC IN 4" PVC/HDPE** (1) 1000V V4 LV+COMM CABLE** IN 4" PVC/HDPE**
4	'STAR CENTER' SUPERCHARGER CABINET DC BUS	DC BUS OF EACH TYPICAL SUPERCHARGER CABINET	[2 SETS] (2) 600MCM AL (XHHW-2) (1) #1/0 CU GROUND & (1) #3/0 AWG AL DC MID 1000V RATED IN 3" PVC/HDPE**
5	SITE CONTROLLER	SUPERCHARGER	(1) SHIELDED 600V CAT6+ IN 1" PVC/HDPE**
6	PROPOSED SERVICE BREAKERS	PROPOSED EPO	(2) #12, (1) #12 G IN 3/4" CONDUIT
7	PROPOSED ROUTER	PROPOSED WIFI ANTENNA	(1) CAT6 COMM CABLE IN 1" PVC/HDPE CONDUIT**

* MODIFIED PER NEC 250.64(A)(2)
** PER UL 615A AND NEC 253, LISTED HOPE CONDUIT PERMITTED. CONTRACTOR TO CONFIRM USE W/ TESLA CM
*** 1000V V4 COMM WIRE TO BE ROUTED IN 4" CONDUIT. 1.25" DURALINE CAN BE INSTALLED FOR LONG RUNS (200+ FT)

TESLA

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FLORIDA C.O.A. #6794

NATHAN ROBERT KREUSER
LICENSE
No. 91003
Professional Engineer
STATE OF FLORIDA

DRAWN BY: HMP
CHECKED BY: NRC
APPROVED BY: NRC
PROJECT #: 50123704
JOB #: 50163349

SUBMITTALS		
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
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GRIFFIN RD.
(TRT ID: 34112)
SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE
ELECTRICAL ONE-LINE
DIAGRAM II

SHEET NUMBER
E-2

SERVICE SWITCHBOARD 'SS-TESLA #1' LOAD SCHEDULE												
CKT NO.	TRIP AMPS	DESCRIPTION	KVA			KVA			DESCRIPTION	TRIP AMPS	CKT NO.	
			A	B	C	A	B	C				
1	600A	SUPERCHARGER #1	129.00	—	—	129.00	—	—	SUPERCHARGER #2	600A	2	
3			—	129.00	—	—	129.00	—			4	
5			—	—	129.00	—	—	129.00			6	
7			129.00	—	—	129.00	—	—			8	
9	600A	SUPERCHARGER #3	—	129.00	—	—	129.00	—	SUPERCHARGER #4	600A	10	
11			—	—	129.00	—	—	129.00			12	
13			129.00	—	—	129.00	—	—			14	
15			—	129.00	—	—	129.00	—			SUPERCHARGER #6	600A
17	—	—	129.00	—	—	129.00	18					
19	—	—	—	—	23.00	—	—	20				
21	—	—	—	—	—	23.00	—	LEVEL 2 PANEL	250A	22		
23	—	—	—	—	—	—	23.00			24		
25	15A	SITE LIGHTING	0.75	—	—	0.05	—			SITE CONTROLLER	15A	26
27	15A	CRADLEPOINT WIFI	0.25	—	—	—	0.05					—
TOTAL CONNECTED		PHASE	A	B	C	TOTAL						
		APPARENT POWER	798.1 KVA	797.1 KVA	797.0 KVA	2392.1 KVA						
		CURRENT	2877.2 A									

SWITCHBOARD #1 LOAD SCHEDULE

SCALE: N.T.S.

1

SERVICE SWITCHBOARD 'SS-TESLA #2' LOAD SCHEDULE											
CKT NO.	TRIP AMPS	DESCRIPTION	KVA			KVA			DESCRIPTION	TRIP AMPS	CKT NO.
			A	B	C	A	B	C			
1	600A	SUPERCHARGER #1	129.00	—	—	129.00	—	—	SUPERCHARGER #2	600A	2
3			—	129.00	—	—	129.00	—			4
5			—	—	129.00	—	—	129.00			6
7			129.00	—	—	129.00	—	—			8
9	600A	SUPERCHARGER #3	—	129.00	—	—	129.00	—	SUPERCHARGER #4	600A	10
11			—	—	129.00	—	—	129.00			12
13			129.00	—	—	129.00	—	—			14
15			—	129.00	—	—	129.00	—			SUPERCHARGER #6
17	—	—	129.00	—	—	129.00	18				
19	—	—	—	—	0.05	—	SITE CONTROLLER	15A	20		
21	—	—	—	—	—	0.05			22		
TOTAL CONNECTED		PHASE	A	B	C	TOTAL					
		APPARENT POWER	774.1 KVA	774.1 KVA	774.0 KVA	2322.1 KVA					
		CURRENT	2793.1 A								

SWITCHBOARD #2 LOAD SCHEDULE

SCALE: N.T.S.

2

LOADCENTER 'LC-1' LOAD SCHEDULE											
CKT NO.	TRIP AMPS	DESCRIPTION	KVA			KVA			DESCRIPTION	TRIP AMPS	CKT NO.
			A	B	C	A	B	C			
1	60A	G3WC-1	5.76	—	—	5.76	—	—	G3WC-2	60A	2
3			—	5.76	—	—	5.76	—			4
5			—	—	5.76	—	—	5.76			6
7	60A	G3WC-3	5.76	—	—	5.76	—	—	G3WC-4	60A	8
9	60A	G3WC-5	—	5.76	—	—	5.76	—	G3WC-6	60A	10
11			—	—	5.76	—	—	5.76			12
13			—	—	—	—	—	—			—
15	—	—	—	—	—	—	—	—	—	—	16
17	—	—	—	—	—	—	—	—	—	—	18
19	—	—	—	—	—	—	—	—	—	—	20
TOTAL CONNECTED		PHASE	A	B	C	TOTAL					
		APPARENT POWER	23.0 KVA	23.0 KVA	23.0 KVA	69.1 KVA					
		CURRENT	166.3 A								

LEVEL 2 LOAD SCHEDULE

SCALE: N.T.S.

3



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FLORIDA C.O.A. #6794



DRAWN BY: HMP

CHECKED BY: NRC

APPROVED BY: NRC

PROJECT #: 50123704

JOB #: 50163349

SUBMITTALS		
REV.	DATE	DESCRIPTION
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8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
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3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL –
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE
PANEL SCHEDULES

SHEET NUMBER
E-3

DC CHARGING POST LENGTHS			
SUPERCHARGER	CHARGE POST	LINEAR LENGTH	ESTIMATED DC WIRE LENGTH*
1	1A	95'	117'
	1B	104'	126'
	1C	113'	135'
	1D	122'	144'
2	2A	126'	148'
	2B	135'	157'
	2C	144'	166'
	2D	159'	181'
3	3A	163'	185'
	3B	172'	194'
	3C	181'	203'
	3D	190'	212'
4	4A	194'	216'
	4B	203'	225'
	4C	212'	234'
	4D	221'	243'
5	5A	226'	248'
	5B	241'	263'
	5C	250'	272'
	5D	259'	281'
6	6A	263'	285'
	6B	272'	294'
	6C	281'	303'
	6D	290'	312'
7	7A	282'	304'
	7B	264'	286'
	7C	239'	261'
	7D	230'	252'
8	8A	228'	250'
	8B	219'	241'
	8C	210'	232'
	8D	188'	210'
9	9A	188'	210'
	9B	167'	189'
	9C	167'	189'
	9D	146'	168'
10	10A	149'	171'
	10B	128'	150'
	10C	128'	150'
	10D	107'	129'
11	11A	107'	129'
	11B	81'	103'
	11C	72'	94'
	11D	63'	85'
12	12A	55'	77'
	12B	46'	68'
	12C	37'	59'
	12D	28'	50'
CONDUIT LENGTH:		9,201'	
TOTAL CONDUCTOR LENGTH**:		36,804'	
TOTAL LENGTH OF #2/0 AWG GND & COMM CABLE**:		9,201'	

NOTES:

- ANY DC RUN OVER 330' SHALL BE BROUGHT TO THE ATTENTION OF TESLA CM.
- 22 FT IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH & TRANSITIONS.
- ESTIMATED LENGTH OF DC WIRE = SUM OF ESTIMATED LENGTH X 4 WIRES PER SUPERCHARGER

AC SUPERCHARGER LENGTHS		
SUPERCHARGER	LINEAR LENGTH SWITCHGEAR TO SUPERCHARGER	ESTIMATED LENGTH*
1	28'	53'
LENGTH OF AC AL WIRE PER CONDUIT**:		212'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE ***:		424'
2	23'	48'
LENGTH OF AC AL WIRE PER CONDUIT**:		192'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		384'
3	18'	43'
LENGTH OF AC AL WIRE PER CONDUIT**:		172'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		344'
4	13'	38'
LENGTH OF AC AL WIRE PER CONDUIT**:		152'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		304'
5	8'	33'
LENGTH OF AC AL WIRE PER CONDUIT**:		132'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		264'
6	3'	28'
LENGTH OF AC AL WIRE PER CONDUIT**:		112'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		224'
7	3'	28'
LENGTH OF AC AL WIRE PER CONDUIT**:		112'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		224'
8	8'	33'
LENGTH OF AC AL WIRE PER CONDUIT**:		132'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		264'
9	13'	38'
LENGTH OF AC AL WIRE PER CONDUIT**:		152'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		304'
10	5'	30'
LENGTH OF AC AL WIRE PER CONDUIT**:		120'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		240'
11	10'	35'
LENGTH OF AC AL WIRE PER CONDUIT**:		140'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		280'
12	15'	40'
LENGTH OF AC AL WIRE PER CONDUIT**:		160'
TOTAL NUMBER OF CONDUITS:		2
LENGTH OF AC AL WIRE***:		320'
TOTAL LENGTH OF AC AL WIRE****:		3,576'
TOTAL LENGTH OF EGC*****:		894'

NOTES:

- AC CONDUCTORS: 25 FT IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH & TRANSITIONS.
- ESTIMATED LENGTH OF AI WIRE = SUM OF ESTIMATED LENGTH X 4 WIRES PER SUPERCHARGER
- LENGTH = LENGTH OF AC AL WIRE PER CONDUIT X # OF CONDUITS
- TOTAL LENGTH = SUM OF AC LENGTHS
- TOTAL LENGTH OF EGC = LENGTH X # SETS

CONDUCTOR LENGTH TABLES

SCALE: N.T.S.

SECONDARY SERVICE LENGTHS		
TRANSFORMER #1 TO SWITCHGEAR #1:	9'	34'
TOTAL LENGTH OF AC AL WIRE**:		136'
NUMBER OF WIRE SETS:		10
TOTAL LENGTH OF AL WIRE***:		1,360'
TRANSFORMER #2 TO SWITCHGEAR #2:	17'	42'
TOTAL LENGTH OF AC AL WIRE**:		168'
NUMBER OF WIRE SETS:		10
TOTAL LENGTH OF AL WIRE***:		1,680'

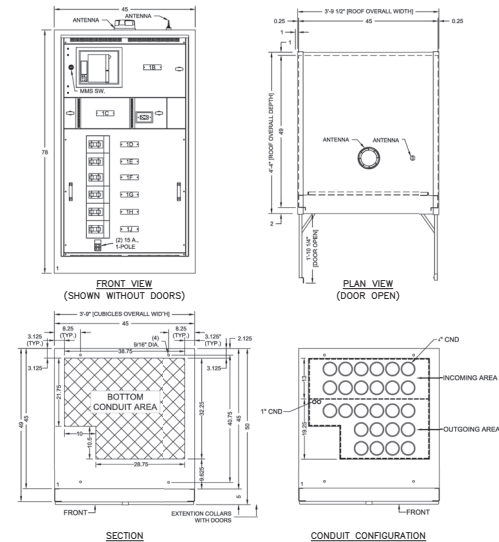
NOTES:

- AC CONDUCTORS: 25 FT IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH & TRANSITIONS.
- ESTIMATED LENGTH OF AI WIRE = SUM OF ESTIMATED LENGTH X 4 WIRES PER SET
- LENGTH OF AI WIRE PER DISCONNECT = ESTIMATED TOTAL LENGTH OF AI WIRE X # WIRE SETS

TESLA AC CHARGING POST LENGTHS		
CHARGE POST	LINEAR LENGTH	ESTIMATED AC WIRE LENGTH**
1	35'	57'
2	35'	57'
3	53'	75'
4	53'	75'
5	68'	90'
6	92'	114'
CONDUIT LENGTH**:		468'
TOTAL CONDUIT LENGTH**:		1,872'
TOTAL LENGTH OF EGC:		264'

NOTES:

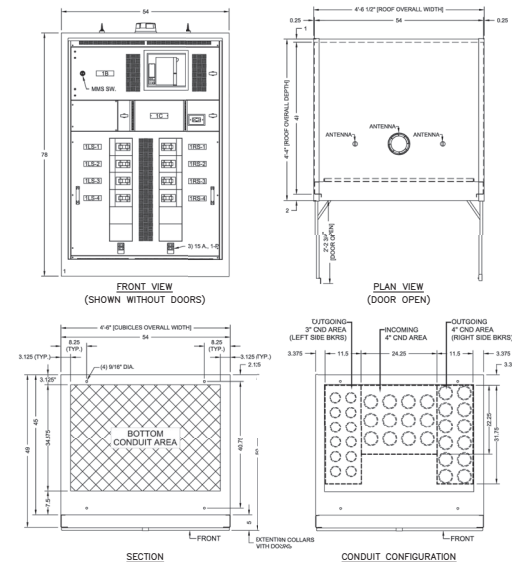
- AC CONDUCTORS: 22 FT IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH & TRANSITIONS.
- ESTIMATED LENGTH OF AI WIRE = SUM OF ESTIMATED LENGTH X 4 WIRES PER SUPERCHARGER
- TOTAL LENGTH OF EGC = LENGTH X # SETS



SECTION

CONDUIT CONFIGURATION

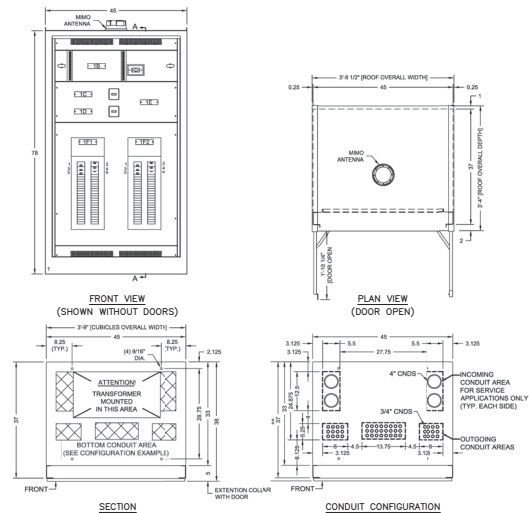
EV-2 MCB SWITCHGEAR NO. 2
SCALE: N.T.S.



EV-2 MCB SWITCHGEAR NO. 1

SCALE: N.T.S.

2



SECTION

CONDUIT CONFIGURATION

EV-2 MCB LEVEL 2 SWITCHGEAR
SCALE: N.T.S.

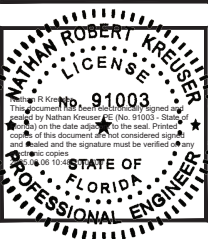
4



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CHECKED BY:	NRK
APPROVED BY:	NRK
PROJECT #:	50123704
JOB #:	50163349

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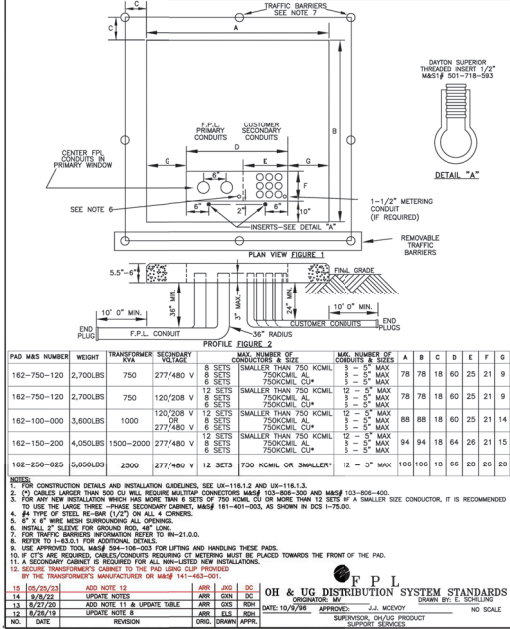
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FORT LAUDERDALE, FL 33004

SHEET TITLE
ELECTRICAL & UTILITY
DETAILS I

SHEET NUMBER
E-4

UX-116.1.1 CONCRETE FOUNDATION CONSTRUCTION DETAILS FOR 750 TO 2,500KVA 3Ø RADIAL & LOOP TYPE PAD MOUNTED TRANSFORMERS



TRANSFORMER PAD

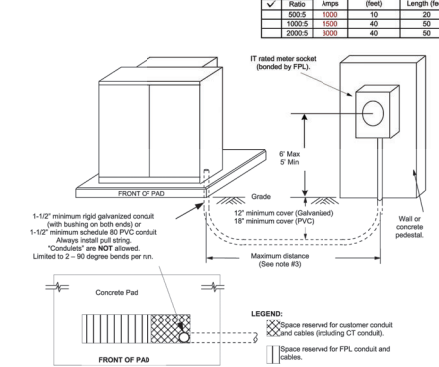
SCALE: N.T.S.

1

Electric Service Standards VI. METERING EQUIPMENT

CT Metering Configuration 6 - CTs in Padmounted Transformer or Vault

1. IT rated meter socket provided and installed by customer.
2. Current transformers (CTs) provided and installed by padmounted transformer by FPL.
3. 1-1/2" minimum rigid galvanized or Schedule 80 PVC conduit with pull string installed between meter socket and padmounted transformer provided and installed by customer. Conduits are NOT allowed, and limited to 2 - 90 degree bends per run. For maximum distance between transformer and meter socket, see table below.
4. Restricted to one customer per padmounted transformer. Exceptions must be approved by FPL.
5. CT ratio determined by FPL.

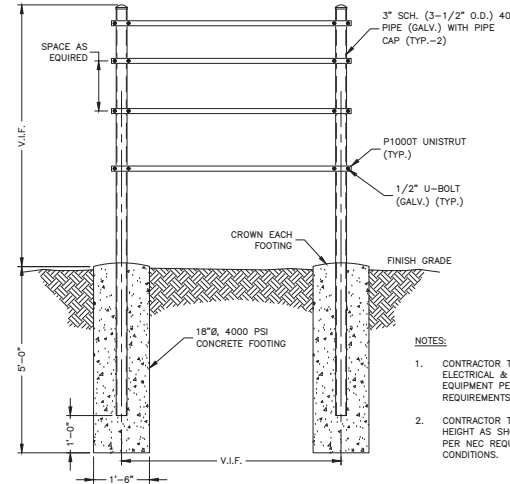


1. SPECIFICATION TAKEN FROM FPL ELECTRIC SERVICE STANDARDS, NOVEMBER 2023.
2. CONTRACTOR TO CONFIRM LATEST SPECIFICATIONS & DESIGN W/UTILITY PRIOR TO CONSTRUCTION OR ORDERING.
3. METER TO BE INSTALLED ON MINIMUM 10'-0" x 4'-0" CONCRETE REINFORCED POST, 4'-0" IN GROUND UNLESS OTHERWISE APPROVED BY UTILITY.

POST MOUNTED METER DETAIL

SCALE: N.T.S.

2



ELECTRICAL H-FRAME DETAIL

SCALE: N.T.S.

3

NOTES:

1. CONDUCTOR LENGTHS ARE ESTIMATES ONLY. FINAL CONDUCTOR ROUTING PATH AND LENGTHS SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD BASED ON PHYSICAL MEASUREMENTS. CONTRACTOR TO ORDER CONDUCTORS BASED ON FIELD MEASUREMENTS (MUST BE APPROVED BY TESLA INSTALLATION MANAGER).
2. ALL ELECTRICAL WORK AND RELATED ACTIVITIES PERFORMED ON-SITE SHALL BE DONE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE (NEC) AND UTILITY COMPANY STANDARDS.
3. ALL CONDUCTORS TO RECEIVE ANTI-OXIDATIVE COATING DURING INSTALLATION.
4. ALL EQUIPMENT SHALL BE HOUSED IN LOOKABLE, NEMA 3R ENCLOSURE.
5. UTILITY EQUIPMENT INSTALLATIONS AND PREP WORK SHALL BE COORDINATING WITH THE APPROPRIATE UTILITY ENGINEER AT TIME OF PRE CONSTRUCTION MEETING TO ENSURE ACCURACY OF INSTALLATION.
6. UTILITY CONDUITS, CONNECTORS, TRANSFORMER PAD & TRANSFORMER FOUNDATION TO BE INSTALLED PER UTILITY SPECIFICATION. CONFIRM LATEST SPECIFICATIONS PRIOR TO CONSTRUCTION.
7. EXISTING UNDERGROUND UTILITIES LOCATED WITHIN AREA OF PROPOSED TRENCH & EQUIPMENT SITE AREA. HAND DIG AND RELOCATE AS REQUIRED.
8. CONTRACTOR RESPONSIBLE FOR ALL TRAFFIC SAFETY MEASURES THROUGHOUT DURATION OF CONSTRUCTION. COORDINATE ANY ACCESS ROAD CLOSURES W/OWNER.
9. CONTRACTOR TO GROUND SYSTEM TO CONCRETE-ENCASED GROUNDING ELECTRODE PER NEC 250.50. GROUNDING RESISTANCE SHALL BE LESS THAN 250 PER NEC. CONTRACTOR TO ADD GROUND RODS TO SYSTEM UNTIL PROPER RESISTANCE IS MET.
10. CONTRACTOR TO REFERENCE WALL CONNECTOR INSTALLATION MANUAL (PUBLISHED BY TESLA) PRIOR TO CONSTRUCTION.

SERVICE DISCONNECT

1 OF 2 DISCONNECTS

PLACE ON SWITCHGEAR

EMERGENCY DISCONNECT

1 OF 2, DISCONNECT 2 LOCATED BY EAST EQUIPMENT

PLACE ON EP081

TESLA EV SYSTEM DISCONNECT

PLACE ON EACH SERVICE DISCONNECT

SERVICE DISCONNECT

2 OF 2 DISCONNECTS

PLACE ON SWITCHGEAR

EMERGENCY DISCONNECT

2 OF 2, DISCONNECT 1 LOCATED BY WEST EQUIPMENT

PLACE ON EP082

NOTE:

1. PLACARDS TO BE MADE OF RED PHENOLIC PLASTIC W/ 1" WHITE LETTERING. ATTACH PLACARDS USING RIVETS OR SELF-TAPPING SCREWS.

SYSTEM PLACARDS

SCALE: N.T.S.

4



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(TRT ID: 34112)

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FORT LAUDERDALE, FL 33004

SHEET TITLE
ELECTRICAL & UTILITY
DETAILS II

SHEET NUMBER
E-5

11/7/2021

Mr. Mark Edwards
Tesla, Inc.
3000 Deer Creek Rd
Palo Alto, CA 94304, USA

Subject: Duraline Conduits 2", 3" and 4" Testing

Dear Mr. Mark Edwards:

This letter report is to present the results of testing results of Duraline flexible conduit for Tesla supercharger station installation in accordance with the following standards:

- ANSI/CAN/UL1660 Liquid Tight Flexible Nonmetallic Conduit, 8th Ed. dated 01/30/2019
- UL 514A-Insulated and/or High Density Polyethylene (HDPE) Conduit, 3rd Ed. dated 01/01/2017
- UL 5160 Nonmetallic Underground Conduit with Conductors, 3rd Ed. dated 01/01/2017

The project was authorized by the signed PO #490234467, dated 08/07/2021 for the project proposal # 23446355, the following tests have been completed by UL510/2021 in the Duraline lab on Knoxville TN.

	UL 1590	UL 651A	UL 651A	UL 1660	Test description	Test Result
	Class	Class	Class	Class		
1	10	11.3	—	—	Water absorption test	Pass
2	11	9.3	—	—	Low temperature handling test	Pass
3	—	—	5.6	—	Tension	Pass
4	—	—	5.5	—	Deflection test	Pass
5	—	—	5.4	—	Cold impact	Pass
6	15	11.2	5.11	—	Moisture penetration	Pass
8	17	—	5.16	—	Direct burial crush test	Note

Note:

- As discussed with Duraline engineers, conduit stiffness varies with wall thickness per Table 5 in the standard ASTM F2340 – 16 Solid Wall High Density Polyethylene (HDPE) Conduit based on Controlled Outside Diameter (OD). The stiffness calculated for conduit 2", 3" and 4" are 1014/12 psi, 614/12 psi

000000000-00000000-1 Page 1 of 2 Rev. 0

and 614/12 psi. The test has been performed per ASTM 2432 as required by both UL 1590 and UL 1660. All samples were visually inspected and no any cracks observed on samples after the test. These stiffness test data are reference for Tesla engineers to determine equal or better depth for Tesla supercharger station installation.

The Duraline conduit test report is enclosed.

The above Duraline conduits can be used in the field installation of charge post 3-500-A3 per NEC with adequate depth calculation.

If there are any questions regarding the results contained in this report, or any of the other services offered by TÜV Rheinland of North America, Inc., please do not hesitate to contact the undersigned.

Please note, this letter report does not represent authorization for the use of any TÜV Rheinland certification marks.

Evaluated by:

Shirong Pu
Principal Test Engineer
Email: shirong.pu@tuv.com

Reviewed by:

Howard Gu
Manager, Power Electronics Segment – Americas
Email: hgu@tuv.com

000000000-00000000-1 Page 2 of 2 Rev. 0

SPECIALTY
SMOOTH-COR FLEX

- Flexible: Reduces/minimizes the need for sweeps and bends
- Crush resistant: Equivalent to Schedule 40 PVC
- Lightweight: Better installation, 40% lighter than PVC
- Compatibility: Easily adapts to other conduit materials
- Seamless couplings: Safe, quick assembly
- Guaranteed: Air and watertight
- Low COF: Longer cable pulls with lower cable stress

INSTALLATION TYPES

- Underground
- Direct Burial
- Concrete Encasement

SIZE RANGE AVAILABLE

- 2"
- 2.5"
- 3"
- 4"

STANDARD COLORS

- Outer Wall: ■
- Inner Wall: ■

STANDARDS

DETAILS: Manufactured from flexible HDPE (High Density Polyethylene)

SPECIFICATIONS: All Smooth-Cor Flex, dimensions meet or exceed one or more of the following: ASTM D-3359, ASTM D-2838, ASTM D-709, ASTM D-1363, ASTM D-1363, ASTM D-1363

CONDUIT MARKINGS: Permanent marking along conduit includes material, solvent standards, production info, and sequential test or master markings.

CO-EXTRUSION LINING: Corrugated exterior with a smooth, co-extruded inner layer

PRE-INSTALLED TAP: Factory pre-installed Bul-Line™ 1200B Pull Tape comes standard in Smooth-Cor Flex on steel reels. Smooth-Cor Flex coils are only available on reels.

OPTIONS

PACKAGING: Available on steel reels or 250' coils

duraline 1-800-847-7444 WWW.DURALINE.COM  

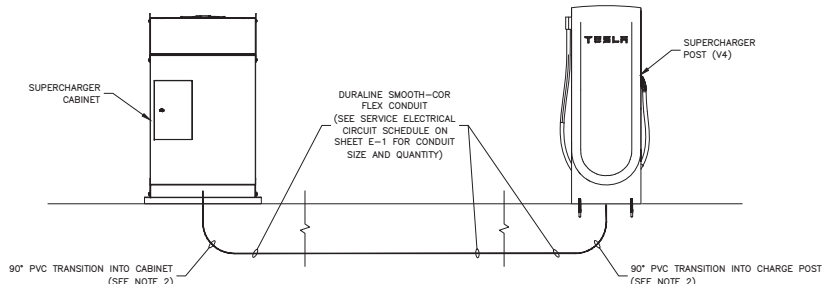
NOTES:

- DURALINE SMOOTH-COR FLEX CONDUIT HAS BEEN CERTIFIED AS A CRITICAL COMPONENT OF THE SUPERCHARGER POST BY TÜV.
- PRODUCT WILL BE USED TO CONNECT THE SUPERCHARGER CABINET TO SUPERCHARGER POST.
- DURALINE SMOOTH-COR FLEX CONDUIT SHALL NOT BE INSTALLED WITHIN SUPERCHARGER CABINETS OR POST. CONTRACTOR SHALL TRANSITION SMOOTH-COR FLEXIBLE CONDUIT TO PVC CONDUIT AND SWEEP PVC CONDUIT INTO THE SUPERCHARGER CABINETS OR POST.

DURALINE CONDUIT TÜV CERTIFICATION

SCALE: N.T.S.

1



DURALINE TO PVC TRANSITION

SCALE: N.T.S.

3

NOTES:

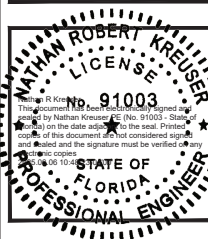
- DURALINE SMOOTH-COR FLEX CONDUIT HAS BEEN CERTIFIED AS A CRITICAL COMPONENT OF THE SUPERCHARGER POST BY TÜV. TESTING REPORTS SHOWING HOW THIS PRODUCT MEETS UL STANDARDS ARE AVAILABLE UPON REQUEST. PRODUCT WILL BE USED FOR "DC-POST" CONDUIT RUN.
- DURALINE SMOOTH-COR FLEX CONDUITS REQUIRE THE USE OF 90° PVC TRANSITIONS AT EACH END AND/OR HARD BENDS. CONTRACTOR TO SUPPLY PVC TRANSITIONS TO TESLA EQUIPMENT.



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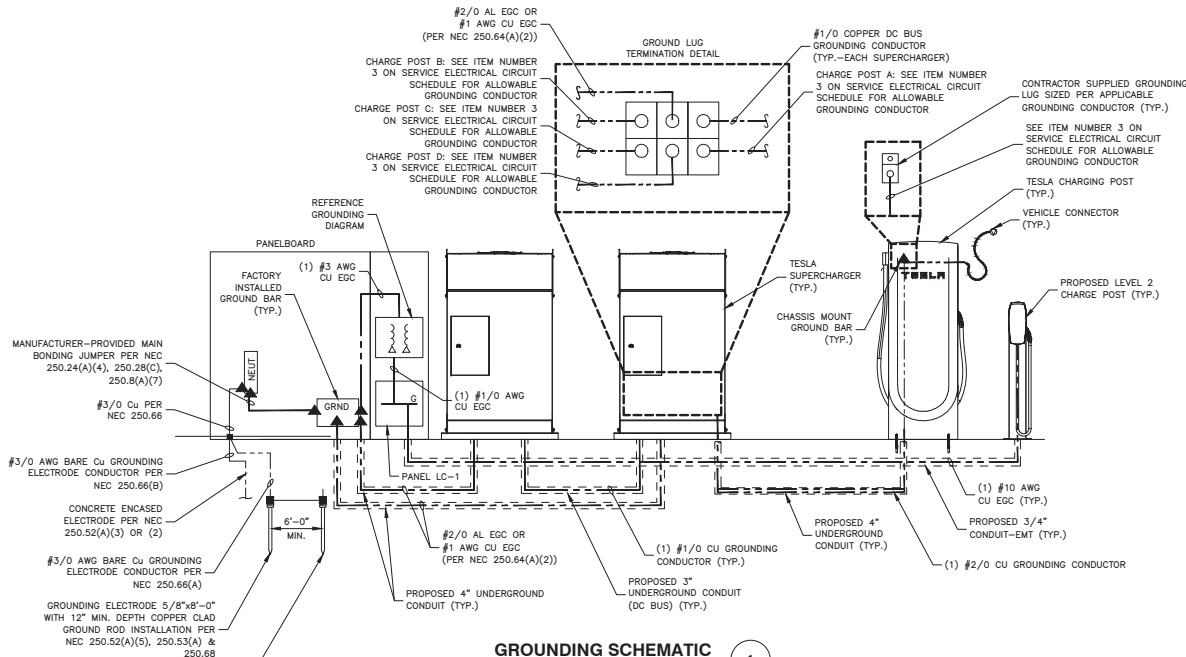
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ELECTRICAL & UTILITY
DETAILS III

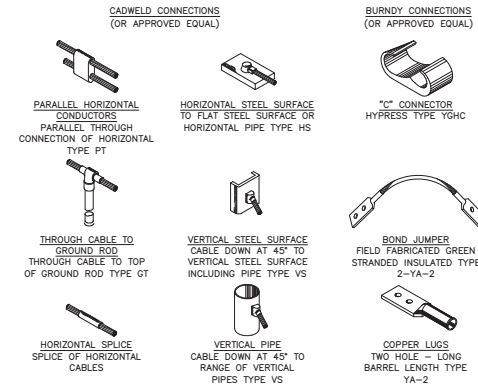
SHEET NUMBER
E-6



GROUNDING SCHEMATIC

SCALE: N.T.S.

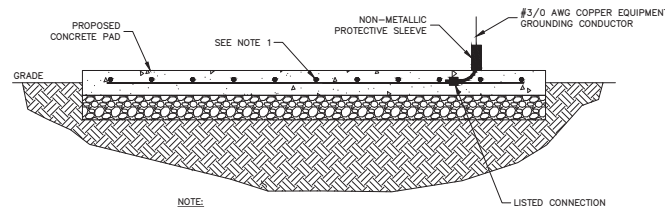
1



GROUND CONNECTION DETAILS

SCALE: N.T.S.

2



CONCRETE ENCASED ELECTRODE DETAIL

SCALE: N.T.S.

3



3500 DEER CREEK ROAD
PALO ALTO, CA 94304
(650) 681-6000



Dewberry Engineers Inc.
880 NORTH MAGNOLIA AVE.
SUITE 1000
ORLANDO, FL 32803
PHONE: 407.843.5150
FAX: 407.649.8664
FLORIDA C.O.A. #6794



DRAWN BY:	HMP
CHECKED BY:	NRK
APPROVED BY:	NRK
PROJECT #:	50123704
JOB #:	50163349

SUBMITTALS		
REV.	DATE	DESCRIPTION
9	06/05/25	ISSUED PER COMMENTS
8	05/30/25	ISSUED PER COMMENTS
7	05/27/25	ISSUED PER LS COMMENTS
6	05/23/25	ISSUED PER COMMENTS
5	05/15/25	ISSUED PER COMMENTS
4	05/01/25	ISSUED PER ZON. COMMENTS
3	04/21/25	ISSUED PER ENG. COMMENTS
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)
SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE
GROUNDING SCHEMATIC
& DETAILS

SHEET NUMBER
G-1



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: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 2081 Griffin Rd, Fort Lauderdale, FL 33004

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): 504228170010 Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) Gabriela Araque

Address of Applicant: 3500 Deer Creek Rd. Palo Alto, CA 94304

Business Telephone: 305-527-8180 Home: _____ Fax: _____

E-mail address: sherylblasi@comcast.net

Name of Property Owner: GRIFFIN ROAD ONE LLC % ECONOMOS MANAGEMENT INC

Address of Property Owner: 225 NE MIZNER BLVD #430 BOCA RATON, FL 33432-4078

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Perimeter Landscape buffer per code 275-120, the mechanical equipment is encroaching by approximately 6' 8". This encroachment is due to the addition of the transformer required to power EV chargers. Hedges are being added to screen and properly cover the mechanical equipment, as required.

Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: Parking Area Proposed Use: Adding EV Charging to parking area

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Tesla, Inc (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: Gabriela Arague
(Owner / Agent signature*)

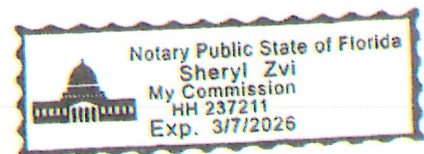
BEFORE ME THIS 10th DAY OF May, 2025

By:

Gabriela Arague
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Sheryl Zvi
(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.***

Justification For Variance:

The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

The Variance request to reduce the required perimeter landscape buffer from 10' (per Code Section 275-120) to 6'-8" to allow for the installation of mechanical equipment associated with the installation of EV chargers." The mechanical equipment is encroaching by approximately 6' 8". This encroachment is due to the addition of the transformer required to power EV chargers. The placement of the Hedges are being added to screen and properly cover the mechanical equipment, as required.

The requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community. The requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.

The predicament for Tesla, Inc is due to unique circumstances of the property which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome; and the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No:

0001905

Date: June 05, 2025

RECEIVED FROM:

Name: SOLARGY LLC

Address: 1650 WEEPING WILLO

Address 2: WAY

City/St/ZIP: HOLLYWOOD FL 33001

Service or Item	Amount
PSP - Public Hearing Items Application fee	\$2,000.00

P/Z ITEM # VA-021-25

LOCATION: 2081 GRIFFIN RD

APPLICANT: GABRIELA ARAQUE

PREPARED BY: Ibel Larios

TOTAL DUE: \$2,000.00

VARIANCE APPLICATION
TESLA PROJECT

VA-021-25
2081 GRIFFIN RD

CHECK #: 1072

PAYMENT DATE
06/05/2025
COLLECTION STATION
City Hall Window 2
RECEIVED FROM
SOLARGY LLC

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2025-09000987
RECEIPT NO.
2025-00038163
CASHIER
fincashier2
ENTRY DATE
06/05/2025 12:17:52 AM

DESCRIPTION
1650 WEEPING WILLO WAY HOLLYWOOD FL 3001

PAYMENT CODE		RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP		Appl Review - Standard VA-021-25 2081 GRIFFIN RD GABRIELA ARAGUE		\$2,000.00
Payments:		Type	Detail	Amount
		Check	1072	\$2,000.00
Total Amount:				\$2,000.00

Customer Copy



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: _____

RECEIVED
APR 04 2024
Date Rec'd: _____
Petition No.: SP-021-24

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 2081 GRIFFIN RD. FORT LAUDERDALE, FL 3300

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): 504228170010 Legal Description: See attached

Applicant/Consultant/Legal Representative (circle one) Tesla, Inc

Address of Applicant: 3500 Deer Creek Rd, Deer Creek, CA 94304

Business Telephone: 305-527-8180 Home: _____ Fax: _____

E-mail address: sherylblasi@comcast.net

Name of Property Owner: GRIFFIN ROAD ONE LLC % ECONOMOS MANAGEMENT INC

Address of Property Owner: 225 NE MIZNER BLVD #430 BOCA RATON, FL 33432-4078

Business Telephone: 305-527-8180 Home: _____ Fax: _____

Explanation of Request: To permit the use of EV chargers replacing the existing hotel parking spaces.
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 2 Gross Acreage: _____ Prop. Square Footage: 75,280

Existing Use: Parking Proposed Use: Parking w/Chargers Added

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: Gabriela Arague
(Owner / Agent signature*)

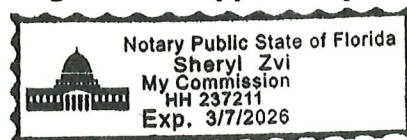
BEFORE ME THIS 21st DAY OF March, 2024

By:

Gabriela Arague
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Sheryl Zvi
(Signature of Notary Public – State of Florida)



Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,600.00 Greater than 2 acres - \$6,200.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Amendment	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00
PLAT	(Perimeter) Filing fee = \$3,000.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$3,000.00 plus \$100 per acre or portion of such area Cost Recovery Fee: \$10,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 Cost Recovery Fee: \$10,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Site Plan	Filing Fee: \$3,000.00 Plus , retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) Cost Recovery= \$10,000.00 Fire Plan Review Fee: \$1,120.00 Minimum fee: \$14,120.00 <i>Includes Staff processing, two (2) review cycles, advertising and notice costs</i>
Site Plan Revisions	Filing Fee: \$1,500.00 Fire Plan Review Fee: \$200.00 Cost Recovery Fee: \$10,000.00 <i>Two (2) review cycles.</i> <i>(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

SPECIAL EXCEPTION	
SPECIAL EXCEPTION	Filing fee = \$4,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 350.00
Administrative, all other	\$ 700.00
Single Family/Community Facility	\$ 500.00
Duplex & Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,500.00
Nonres. (per variance), Wall Signs, Monument Signs, Pole Signs (As permitted)	\$2,000.00
Appeal (single family & comm fac)	\$ 700.00
Appeal (all other uses)	\$2,000.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,400.00
Mobility Application	\$1,400.00
Traffic-way Waiver	\$4,000 .00
Vacation – Road/Easement	\$3,500.00
Alcohol Beverage Variance	\$1,400.00
Alcohol Extended Hours License Application	\$2,400.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 125.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 100.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 (PLUS any outside costs incurred by the city as per "Section 685-10 Cost Recovery for Development Review" of the land Development Code)
Zoning Information Letter	\$ 300.00
Certificate of Use- Residential	\$ 50.00
Super Graphic	\$ 250.00

Revised – 02-24-21 as per City Commission Approval Resolution #2021-021

PROPERTY SUMMARY
Tax Year: 2023

Property ID: 504228170010

Property Owner(s): GRIFFIN ROAD ONE LLC
 % ECONOMOS MANAGEMENT INC

Mailing Address: 225 NE MIZNER BLVD #430 BOCA RATON, FL 33432-4078

Physical Address: 2081 GRIFFIN ROAD DANIA BEACH, 33315

Property Use: 39-02 Hotel - limited service without food

Millage Code: 0413

Adj. Bldg. S.F: 78143

Bldg Under Air S.F:
Effective Year: 2010

Year Built: 2009

Units/Beds/Baths: 157 / /

Deputy Appraiser: Derek Olson

Appraisers Number: 954-357-6835

Email: commercialtrim@bcpa.net
Zoning: IROM - INDUSTRIAL

Abbr. Legal Des.: AIRPORT COMMERCE CENTER
 PLAT 175-38 B PORTION PARCEL A DESC AS
 COMM ATNE COR PAR A,SW 349.01 ALG N/L, TO
 POB,SW 270.89,SE 262.19,SW 101.24,SE 51.18,NE
 311.48,NW 224.01,SW 29.64,NW 194 TO POB
 AKA: HOTEL ONE PARCEL

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2023	\$1,082,250	\$19,089,840	0	\$20,172,090	\$20,019,610	
2022	\$1,082,250	\$17,117,400	0	\$18,199,650	\$18,199,650	\$380,264.37
2021	\$1,082,250	\$19,089,840	0	\$20,172,090	\$20,172,090	\$418,038.83

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$20,172,090	\$20,172,090	\$20,172,090	\$20,172,090
Portability	0	0	0	0
Assessed / SOH	\$20,019,610	\$20,019,610	\$20,019,610	\$20,019,610
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$20,019,610	\$20,172,090	\$20,019,610	\$20,019,610

SALES HISTORY FOR THIS PARCEL

Date	Type	Price	Book/Page or Cin
06/10/2008	Special Warranty Deed Disqualified Sale	\$400	45442 / 335
07/05/2006	Multi Warranty Deed	\$7,500,000	42381 / 1525
09/19/2005	Multi Warranty Deed	\$6,900,000	40553 / 1361

LAND CALCULATIONS

Unit Price	Units	Type
\$9.00	120,250 SqFt	Square Foot

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
-------------	------	------	-------------------------	-------	-----	------------------

SPECIAL ASSESSMENTS

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Dania Fire (04)						Dania Beach Stormwater (DS)		
Commercial (C)								
78,143						32.70		

SCHOOL

 Collins Elementary: C
 Attucks Middle: C
 Hollywood Hills High: I

ELECTED OFFICIALS

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	6	Beam Furr	25	Debbie Wasserman Schultz
Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
101	Hillary Cassel	37	Jason W. B. Pizzo	Sarah Leonardi



Dewberry Engineers Inc.
800 North Magnolia Ave, Suite 1000
Orlando, FL 32803-3251

407.843.5120
407.649.8664 fax
www.dewberry.com

April 1, 2024

City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

RE: Tesla TRT: 34112 – Fort Lauderdale, FL – Griffin Rd

Dear Plans Examiner,

Dewberry Engineers Inc (Dewberry) is pleased to present this Scope of Work Summary for the proposed Tesla electric vehicle charging station for your review. The project is proposed within an existing parking lot located at 2081 Griffin Rd, Fort Lauderdale, FL 33004. The parcel is identified by Broward County as parcel 504228170010, located in Broward County within the city of Dania Beach.

The proposed project area is currently used as parking for a hotel. Tesla is proposing to add electric vehicle charging to sixty-four (64) of the existing parking stalls with ancillary support equipment installed on concrete pads behind the parking stalls. Three (3) proposed utility transformers are to be installed by FPL.

If you have any questions or concerns, please do not hesitate to contact me at (321) 354-9755 or by email at nkreuser@dewberry.com. Thank you for your consideration.

Sincerely,
DEWBERRY

A handwritten signature in blue ink, appearing to read "Nathan R. Kreuser", with a long horizontal flourish extending to the right.

Nathan R. Kreuser, P.E.
Project Manager
Florida C.O.A. #8794

From the Desk Of
DANIEL LAM
dlam@ep-hotels.com | 954-399-1387

Area General Manager
Ft. Lauderdale Airport/Sparks-Reno Hotels
Economos Properties



City of Dania Beach
100 W Dania Beach Blvd
Dania, FL 33004

January 17, 2024

Dear City of Dania Beach Planning and Permitting offices:

Tesla is proposing to install an Electric Vehicle Charging Station at the parking area of 2081 GRIFFIN RD. FORT LAUDERDALE, FL 33004.

We fully support this project and we are hoping it gets approved as quickly as possible. The chargers will help our customers with electric vehicles making our area more desirable to visit and do business in. Thank you for your cooperation and please let me know if you need anything else from us.

Best Regards,



Daniel Lam
Area General Manager

Hilton Garden Inn Ft. Lauderdale Airport—Cruise Port
180 SW 18th Avenue | Dania Beach | Florida | 33004

Homewood Suites Ft. Lauderdale Airport—Cruise Port
2061 Griffin Road | Dania Beach | Florida | 33312

www.hgflairport.com | www.hwsflairport.com



September 7th, 2023

RE: Tesla Electric Vehicle Charging Station LOA

Site: Tesla Dania Beach Griffin LOA

To: **City of Dania Beach Planning, Building and Engineering Division:**

Please accept this as an original Letter of Authorization in which the property owner authorizes the submittal and approval of this proposed Electric Vehicle Charging Station. In addition, please authorize Gabriela Araque, Deployment Manager for Tesla, Inc. to sign any Planning, Development, Engineering and Building Permit Documents relating to this Proposed Tesla Electric Vehicle Charging Station located at:

2081 GRIFFIN RD FORT LAUDERDALE, FL 33312

Please do not hesitate to contact this office with any questions.

Best Regards,



Signature of Property Owner

Nick Economos, Jr. - Manager

Printed name of Property Owner

Sworn to and subscribed before me on this 27th Day of September, 2023.

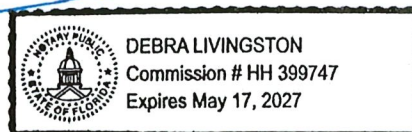
By Debra Livingston
Notary Public

Personally Known, or Produced ID _____

Print Notary's Name: Debra Livingston

Oath taken ☒ Oath not taken

Commission Expiration: May 17, 2027



sherylblasi@comcast.net

From: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>
Sent: Wednesday, February 28, 2024 10:58 AM
To: sherylblasi@comcast.net
Cc: Lajoie, Corinne; Larios, Ibel
Subject: RE: Tesla Electric Vehicle Chargers - Proposed at 2081 Griffin Rd

Good morning Sheryl,

The item was heard by the Local Planning Agency (the Planning and Zoning Board) on February 20th, and they recommended approval from the City Commission. Due to time constraints, the item is scheduled for the first reading until **March 26th**. Therefore, DRC reviews on this subject are on hold until this text amendment has gone through first reading in order to receive submittals.

I spoke to the department's Deputy Director, and she agreed to allow DRC submittal in April although the item is still pending for second reading and official adoption by **April 9th**.

DRC submittal date will be **Thursday, April 4th**. In order to provide a formal submittal, you need to provide an original application along with the fee at the office to receive an application number and then, the submittal window opens for 24 hours in the review platform to upload plans and support documents. There is no need to provide physical plans.

Should you have any questions, please feel free to contact me.



Claudia Viviana Batista
Planning & Zoning Manager | City of Dania Beach
cbatista@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone: 954-924-6800 x3654



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: sherylblasi@comcast.net <sherylblasi@comcast.net>
Sent: Wednesday, February 28, 2024 8:33 AM
To: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>
Cc: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Subject: RE: Tesla Electric Vehicle Chargers - Proposed at 2081 Griffin Rd

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

Good morning,

How many sets of hard copy plans will you require? We will be submitting for the march deadline.



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice**

No:

2:30 pm
04/05/24
0001093

Date: April 04, 2024

RECEIVED FROM:

Name: SOLARGY LLC

Address: 1650 WEEPING
WILLOW WAY

Address 2:

City/St/ZIP: HOLLYWOOD FL 33019

Service or Item

Amount

PSP - Public Hearing Items Application fee

\$3,000.00

FPR - Fire Plan Review Fee

\$1,120.00

CR - 001-220-00-00 Cost Recovery

\$10,000.00

P/Z ITEM # SP-021-24

LOCATION: 2081 GRIFFIN ROAD

APPLICANT: TESLA INC

PREPARED BY: Ibel Larios

TOTAL DUE: \$14,120.00

DRC SUBMITTAL
PROJECT: TESLA CHARGING STATIONS
FILE #: SP-021-24

Tesla Dania Griffin.

CHECK #: 1027

[Handwritten signature]
4/4/24

PAYMENT DATE
04/04/2024
COLLECTION STATION
City Hall Window 1
RECEIVED FROM
SOLARGY LLC

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2024-07000751
RECEIPT NO.
2024-00024200
CASHIER
fincashier1
ENTRY DATE
04/04/2024 02:58:16 PM

DESCRIPTION
1650 WEEPING WILLOW WAY HOLLYWOOD, FL 33019

PAYMENT CODE		RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP		Appl Review - Standard SP-021-24 2081 GRIFFIN ROAD TESLA INC		\$3,000.00
FPR		Fire Plan Review Fee SP-021-24 2081 GRIFFIN ROAD TESLA INC		\$1,120.00
CR		Cost Recovery Misc SP-021-24 2081 GRIFFIN ROAD TESLA INC		\$10,000.00
Payments:		Type	Detail	Amount
		Check	1027	\$14,120.00
Total Amount:				\$14,120.00

Customer Copy



11/5/2024

Tesla
3500 Deer Creek Rd
Palo Alto, CA 94304

Re: Tesla Fort Lauderdale, FL - Griffin Rd

Thank you for contacting FPL about an installation of superchargers in the utility easement. FPL has no objection to this installation and recommends easily removable sections at the access area(s). If access to the easement is necessary for any utility work, the property owner is responsible for the removal and reinstallation.

Prior to any digging you must contact Sunshine State One Call of Florida. Contact them either by telephone toll free at 1-800-432-4770 or by e-mail at www.callsunshine.com, forty-eight hours in advance of construction. Sunshine State One Call of Florida will schedule a locator to perform the necessary locates for you at no cost.

If I can be of any further assistance, please contact me at 954-717-2096.

Sincerely,

Alonzo Russell
Distribution Engineer



Public Works Department / Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 W. Copans Road • Pompano Beach, Florida 33069
PHONE 954-831-0745 • FAX 954-831-0925

**STATEMENT OF CHARGES FOR
INDEMNIFICATION AGREEMENT
(Encroachment)**

Fee in the amount of \$ 20.00 for processing Indemnification Agreement for the property at:

2081 GRIFFIN ROAD, DANIA BEACH FL 33315
(address)

Whose legal description is:

AIRPORT COMMERCE CENTER PLAT 175-38 B PORTION PARCEL A DESC AS COMM AT NE COR PAR A, SW 349.01 ALG N/L, TO POB, SW 270.89, SE 262.19, SW 101.24, SE 51.18, NE 311.48, NW 224.01, SW 29.64, NW 194 TO POB AKA: HOTEL ONE PARCEL

Paid by: cash
 ✓ check

drawn on account of: SOLARGY, LLC
check number : #1045
bank:

Bank of America

Statement of Charges completed by: LUIS GASLONDE
(name)

10/24/24
(date)

WWS charge point is 4610-126-0300-4361

RCVD BY: CR
DATE RECEIVED

OCT 30 2024

CHECK: # 1045
AMOUNT: \$ 20.00

Corporation

INDEMNIFICATION AGREEMENT

(Encroachment - Utility Easement)

Property Address: 2081 GRIFFIN ROAD DANIA BEACH, FL 33315

Property Legal Description: AIRPORT COMMERCE CENTER PLAT 175-38 B PORTION PARCEL A DESC AS
COMM AT NE COR PAR A,SW 349.01 ALG N/L, TO POB,SW 270.89,SE 262.19,SW
101.24,SE 51.18,NE 311.48,NW 224.01,SW 29.64,NW 194 TO POB AKA: HOTEL
ONE PARCEL

Description of Improvements: Tesla Electric Vehicle Charging Station

I/We, heirs and successors in title, do hereby agree that it will be my/our responsibility to maintain or remove the "Improvements" at our expense and at no cost to the County; should the County require same to be done for use of the Easement. I/We, further agree to indemnify and save harmless the County, its agents or employees for all suits and actions of every name and description which may result from or on account of any injuries or damages received by any person, persons or property, caused directly or indirectly as a result of the "Improvements" being within the easement.

This Indemnification Agreement shall be binding upon the property Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Broward County.

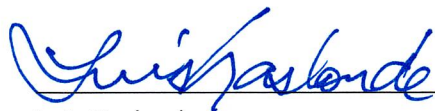
(signed by property owner on the following page)

APPROVED BY Broward County Water and Wastewater Services

Telephone 954-831-0741

2555 West Copans Road, Pompano Beach, Florida 33069

Signature:



Date:

September 26, 2023

Type Name:

Luis Gaslonde

IN WITNESS WHEREOF property owner has caused its corporate name to be hereunto signed by its proper officers thereunto duly authorized.

Corporate Name: GRIFFIN ROAD ONE LLC

Signature: 

Type Name: Nick Economos, Jr.

Title: Manager

Address: 225 NE MIZNER BLVD, STE 430
BOCA RATON, FL 33432

ATTEST (not required if witnessed below)

Corporate Secretary
Signature: _____

(CORPORATE SEAL)
(not required if digitally signed by Secretary)

Typed Name: _____

WITNESSES (not required if attested by Secretary above)

Witness One
Signature: 

Witness One
Typed Name: Alexander Clarke
225 NE Mizner Blvd, Ste 430
Bocar Raton, FL 33432

Witness Two
Signature: 

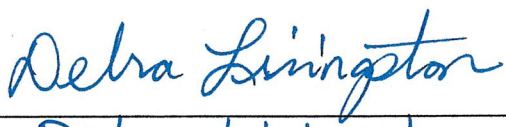
Witness Two
Typed Name: Daphne Rodriguez
225 NE Mizner Blvd, Ste 430
Bocar Raton, FL 33432

ACKNOWLEDGEMENT

State of: Florida ☒
County of: Palm Beach

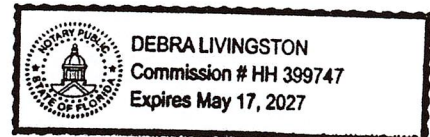
Date: September 27/23

The foregoing instrument was acknowledged before me this date by Nick Economos
, officer (or agent) of the above named corporation on behalf of the corporation. He/ she
personally known ☒ Type of Identification Produced: _____

Notary Signature: 

Type Name: Debra Livingston

(NOTARY SEAL)
(not required if digitally signed by Notary)





Site Address	2081 GRIFFIN ROAD, DANIA BEACH FL 33315	ID #	5042 28 17 0010
Property Owner	GRIFFIN ROAD ONE LLC	Millage	0413
Mailing Address	% ECONOMOS MANAGEMENT INC 225 NE MIZNER BLVD #430 BOCA RATON FL 33432-4078	Use	39-02
Abbr Legal Description	AIRPORT COMMERCE CENTER PLAT 175-38 B PORTION PARCEL A DESC AS COMM AT NE COR PAR A, SW 349.01 ALG N/L, TO POB, SW 270.89, SE 262.19, SW 101.24, SE 51.18, NE 311.48, NW 224.01, SW 29.64, NW 194 TO POB AKA: HOTEL ONE PARCEL		

The just values displayed below were set in compliance with **Sec. 193.011**, Fla. Stat., and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

* 2025 values are considered "working values" and are subject to change.						
Property Assessment Values						
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax	
2025	\$1,082,250	\$21,002,780	\$22,085,030	\$22,085,030		
2024	\$1,082,250	\$21,002,780	\$22,085,030	\$22,021,570		
2023	\$1,082,250	\$19,089,840	\$20,172,090	\$20,019,610	\$419,648.67	
2025 Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$22,085,030	\$22,085,030	\$22,085,030	\$22,085,030		
Portability	0	0	0	0		
Assessed/SOH	\$22,085,030	\$22,085,030	\$22,085,030	\$22,085,030		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type	0	0	0	0		
Taxable	\$22,085,030	\$22,085,030	\$22,085,030	\$22,085,030		
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
6/10/2008	SWD-D	\$400	45442 / 335	\$9.00	120,250	SF
7/5/2006	WD*	\$7,500,000	42381 / 1525			
9/19/2005	WD*	\$6,900,000	40553 / 1361			
				Adj. Bldg. S.F. (Card, Sketch)		78143
				Units		157
				Eff./Act. Year Built: 2010/2009		

* Denotes Multi-Parcel Sale (See Deed)

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
C								
78143						32.7		



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Detail by Entity Name

Foreign Limited Liability Company
GRIFFIN ROAD ONE, LLC

Filing Information

Document Number M13000002908
FEI/EIN Number 26-2042188
Date Filed 05/02/2013
State DE
Status ACTIVE

Principal Address

225 NE MIZNER BLVD
STE 430
BOCA RATON, FL 33432

Changed: 10/13/2020

Mailing Address

225 NE MIZNER BLVD
STE 430
BOCA RATON, FL 33432

Changed: 10/13/2020

Registered Agent Name & Address

CORPCO, INC.
901 PONCE DE LEON BLVD.
10TH FLOOR
CORAL GABLES, FL 33134

Address Changed: 10/04/2018

Authorized Person(s) Detail

Name & Address

Title MGR

GRIFFIN ROAD PARTNERS, LLC

225 NE MIZNER BLVD
STE 430
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2021	04/28/2021
2022	03/24/2022
2023	03/01/2023

Document Images

03/01/2023 -- ANNUAL REPORT	View image in PDF format
03/24/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
06/15/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
03/21/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
05/02/2013 -- Foreign Limited	View image in PDF format



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Detail by Entity Name

Florida Limited Liability Company
GRIFFIN ROAD PARTNERS, LLC

Filing Information

Document Number	L06000033772
FEI/EIN Number	20-5023397
Date Filed	03/30/2006
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/16/2011
Event Effective Date	NONE

Principal Address

225 NE MIZNER BLVD
SUITE 430
BOCA RATON, FL 33432

Changed: 10/07/2020

Mailing Address

225 NE MIZNER BLVD
SUITE 430
BOCA RATON, FL 33432

Changed: 10/13/2020

Registered Agent Name & Address

CORPCO, INC.
901 PONCE DE LEON BLVD.
10TH FLOOR
CORAL GABLES, FL 33134

Address Changed: 10/04/2018

Authorized Person(s) Detail

Name & Address

Title MGR

J.I. VENTURES, LLC
225 NE MIZNER BLVD
SUITE 430
BOCA RATON, FL 33432

Title MGR

FLOVA, L.L.C.
225 NE MIZNER BLVD
SUITE 430
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2021	04/28/2021
2022	03/24/2022
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04/17/2019 -- ANNUAL REPORT	View image in PDF format
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04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
11/16/2011 -- LC Amendment	View image in PDF format
03/29/2011 -- ANNUAL REPORT	View image in PDF format
04/09/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
05/04/2007 -- ANNUAL REPORT	View image in PDF format
03/30/2006 -- Florida Limited Liability	View image in PDF format



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Detail by Entity Name

Florida Limited Liability Company
FLOVA, L.L.C.

Filing Information

Document Number	L06000033767
FEI/EIN Number	20-5023310
Date Filed	03/30/2006
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/16/2011
Event Effective Date	NONE

Principal Address

225 NE MIZNER BLVD
STE 430
BOCA RATON, FL 33432

Changed: 10/13/2020

Mailing Address

225 NE MIZNER BLVD
STE 430
BOCA RATON, FL 33432

Changed: 10/13/2020

Registered Agent Name & Address

CORPCO, INC.
901 PONCE DE LEON BLVD.
10TH FLOOR
CORAL GABLES, FL 33134

Address Changed: 10/04/2018

Authorized Person(s) Detail

Name & Address

Title MGR

ECONOMOS, NICHOLAS
225 NE MIZNER BLVD
STE 430
BOCA RATON, FL 33432



Annual Reports

Report Year	Filed Date
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2022	03/24/2022
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04/23/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
11/16/2011 -- LC Amendment	View image in PDF format
03/29/2011 -- ANNUAL REPORT	View image in PDF format
04/09/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
05/04/2007 -- ANNUAL REPORT	View image in PDF format
03/30/2006 -- Florida Limited Liability	View image in PDF format



MEMORANDUM

March 18, 2025

Re: Tesla – Ft. Lauderdale – Griffin Road

Traffic Impact Analysis Methodology

Dania Beach, Florida

Project № 25047.01.01

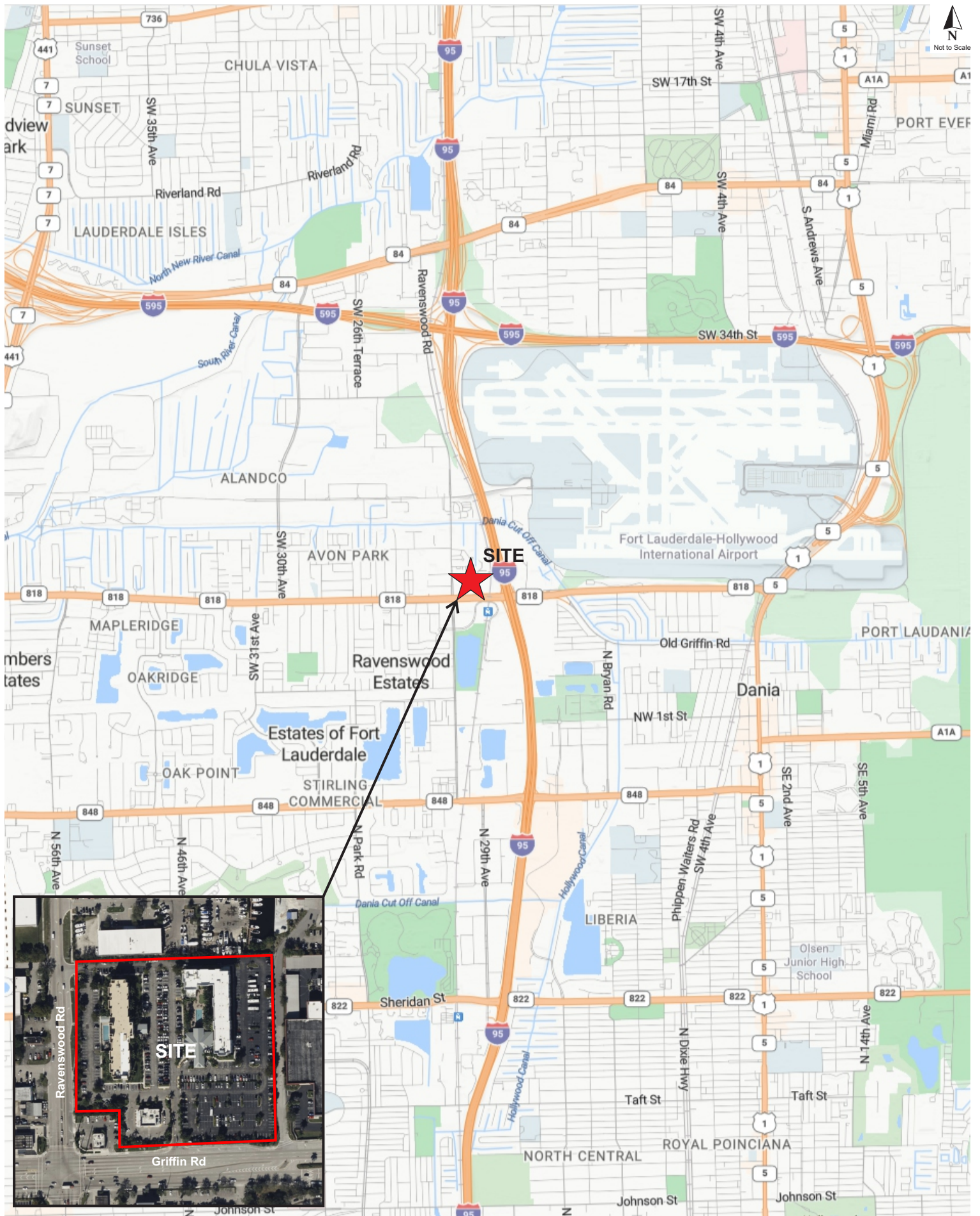
This methodology outlines the approach to the preparation of the proposed Traffic Impact Analysis (TIA) for the above-mentioned project.

Project Description

The proposed project has 48 Level-3 chargers and 6 Level 2-chargers added to the existing parking lot of the Fairfield Inn and Suites. The anticipated buildout year for the project is 2025. A site plan is included in the **Attachments**. The site is located northeast of the Griffin Road and Ravenswood Road intersection in the City of Dania Beach, Florida, as shown in **Figure 1**. Many of its users will likely be associated with the nearby Ft. Lauderdale-Hollywood International Airport. The development is proposed to access the network via the two (2) existing access driveways for the plaza; one (1) right-in/right-out on Griffin Road and one (1) full access driveway on Ravenswood Road.

Trip Generation

The trip generation analysis was estimated using estimated charging times and electric vehicle volumes in the area. Level-3 chargers typically take 15-30 minutes to charge; therefore, have the opportunity to generate more trips. Level-2 charges typically take four hours to charge, and are anticipated to be primarily used by patrons of the Fairfield Inn and Suites which would not increase the amount of net trips the site would generate. Tesla estimates that 4,500 Tesla cars travel through Griffin Road and Anglers Avenue per day. To be conservative, given the charging speed of the Level-3 chargers and the number of vehicles passing through, each Level-3 charger is anticipated to charge two vehicles in the PM peak hour. In the AM peak hour electric vehicles would be more likely to have been charged overnight and would be less likely to stop at the charging station; therefore, a lower trip generation rate is proposed. A certain amount of the trips generated by the development is expected to be pass-by trips making a stop at the charging station on the way to another destination. Gas stations/convenience stores would be a similar land use and have a pass-by percentage of around 75%. The electric charging stations are not as abundant as gas stations/convenience stores, so many of the trips require planning beforehand. To be conservative, a lower pass-by of 25% will be used for the proposed site. The resulting trip generation analysis is summarized in **Table 1**.



Tesla – Ft. Lauderdale – Griffin Road

Traffic Impact Analysis Methodology

Project № 25047.01.01

March 18, 2025

Page 3 of 6

Table 1
Trip Generation Analysis

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
N/A	Level-3 Chargers	48 Stations	22.22	1,067	1.50	72	36	36	2.00	96	48	48
Pass-by Trips (25%)				267		18	9	9		24	12	12
Net New Trip Generation				800		54	27	27		72	36	36

Daily Rate Calculated Using a K-factor of 0.09

Pass-by estimated based on ITE Trip Generation Handbook, 3rd Edition

The development is projected to generate a total of 800 net new external daily trips, of which 54 trips occur during the AM peak hour, and 72 trips occur during the PM peak hour.

Trip Distribution

The developments trips were manually distributed based on prevailing traffic patterns adjacent to the site. The projected distribution pattern is presented in **Figure 2**.

Study Area

The TIA will have a study area of a 1-mile radius from the site. This will include all roadway segments and major intersections. Capacity thresholds, service volumes and adopted level of service (LOS) standards will be obtained from the Broward Metropolitan Planning Organization (MPO) 2020 *Level of Service Spreadsheet*, included in the **Attachments**.



Tesla – Ft. Lauderdale – Griffin Road

Traffic Impact Analysis Methodology

Project № 25047.01.01

March 18, 2025

Page 5 of 6

Based on study area analysis, the following roadway segments and intersections will be analyzed as part of this study:

Study Roadway Segments:

- Old Griffin Road
 - Griffin Road to US 1
- Griffin Road
 - US 441 to 30th Avenue
 - 30th Avenue to Ravenswood Road
 - Ravenswood Road to I-95
 - I-95 to US 1
- SW 42nd Street
 - 30th Avenue to Ravenswood Road
- 30th Avenue
 - SR 84 to SW 42nd Street
 - SW 42nd Street to Griffin Road
- Ravenswood Road
 - SR 84 to SW 36th Street
 - SW 36th Street to Griffin Road
 - Griffin Road to Stirling Road

Study Intersections:

- Griffin Road and SW 30th Avenue (signalized)
- Griffin Road and Ravenswood Road (signalized)
- Griffin Road and Plaza Entrance (unsignalized)
- Ravenswood Road and Plaza Entrance (unsignalized)

Planned and Programmed Improvements

The City and County *Capital Improvement Programs (CIP)*, the *FDOT Work Program*, and the *Broward TPO Transportation Improvement Program (TIP)* were reviewed to determine if any improvements are programmed and/or planned in the study area. No improvements were found within the study area.

Tesla – Ft. Lauderdale – Griffin Road

Traffic Impact Analysis Methodology

Project № 25047.01.01

March 18, 2025

Page 6 of 6

Capacity Analysis

The TIA will include a roadway segment capacity analysis of the PM peak hour for the existing, background, and buildout conditions. The capacity analysis will be based on the peak hour directional service volumes from the Broward MPO *2020 Level of Service Spreadsheet*. The intersection capacity analysis will be conducted for both the AM and PM peak hour for the existing, background, and buildout conditions. The analysis will be based on three-hour field counts, buildout traffic, *Synchro* software and the methods of *Highway Capacity Manual (HCM)*.

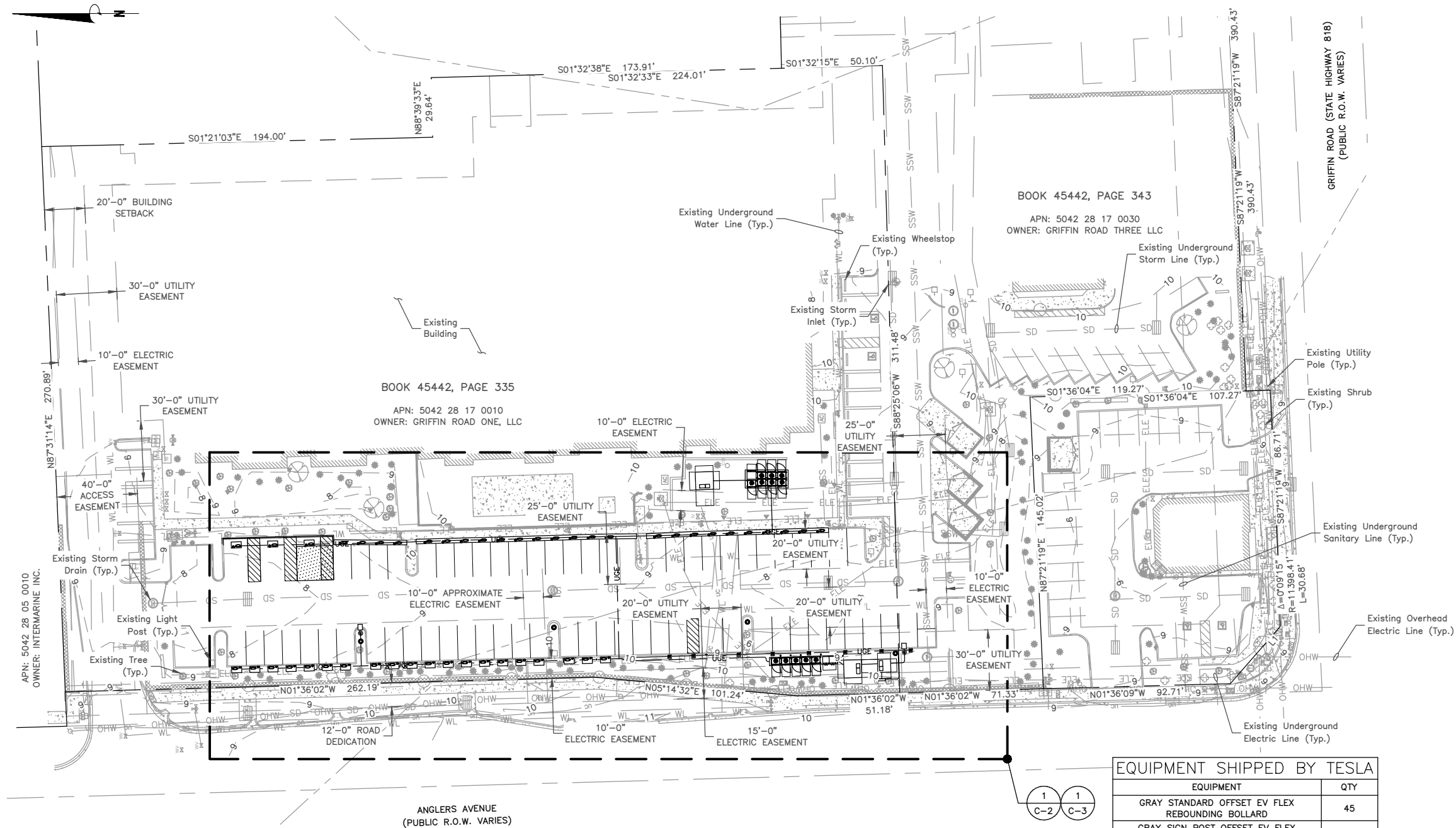
Projected Traffic

Projected roadway background traffic for the 2025 buildout year will be calculated using the growth rates derived from the *Florida Traffic Online* traffic counts or a minimum annual growth rate of 2%. Projected buildout traffic will be the sum of background traffic and new project trips. Projected intersection volumes will be calculated using the growth rates of the adjacent roadways.

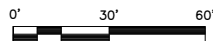
Report

A TIA report will be prepared for submittal to the City of Dania Beach documenting the analysis, findings, and recommendations.

ATTACHMENTS



DETAILED SITE PLAN
SCALE: 1"=60' FOR 11"x17"
1"=30' FOR 22"x34"



EQUIPMENT SHIPPED BY TESLA	
EQUIPMENT	QTY
GRAY STANDARD OFFSET EV FLEX REBOUNDING BOLLARD	45
GRAY SIGN POST OFFSET EV FLEX REBOUNDING BOLLARD	3
GRAY 4" STANDARD DEEP MOUNT CRASHCORE BOLLARD	5
GRAY 4" SIGN POST DEEP MOUNT CRASHCORE BOLLARD	1
V3.5 CABINET (4 POST)	12
DISABLED ACCESS, USE LAST SIGN	4
VAN ACCESSIBLE SIGN	4
CRADLEPOINT ENCLOSURE	2
ARUBA ACCESS POINT KIT	4
V3/V4 POST	48
GEN 3 TESLA 24FT	16
CABINET FUSE	12
4" SUPERFLEX CONDUIT (FT)	2522
4" SUPERFLEX STRAIGHT COUPLER	10
4" DURALINE CONDUIT (FT)	8853
4" ADAPTER - DURALINE TO PVC	96
4" COUPLER - DURALINE TO DURALINE	10
1.25" DURALINE CONDUIT (FT)	8853
1.25" ADAPTER - DURALINE TO PVC	96
1.25" COUPLER - DURALINE TO DURALINE	10

- NOTES:**
- SITE PLAN BASED ON ENGINEERING DESIGN SURVEY: A PORTION OF THE PROPERTY DESCRIBED IN BOOK 175, PAGE 38, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FL BY CLARK LAND SURVEYING, INC. DATED 03/16/2023.
 - UTILITY CONNECTION TO BE MADE UNDER FPL UTILITIES STANDARDS, CONFIRM FINAL DESIGN PRIOR TO CONSTRUCTION, FPL WORK ORDER SUPERCHARGERS - PROJECT #12411906, LEVEL 2 CONNECTORS - PROJECT #12411939.
 - EXISTING UNDERGROUND UTILITIES LOCATED WITHIN AREA OF PROPOSED TRENCH & EQUIPMENT SITE AREA. HAND DIG AND RELOCATE AS REQUIRED.
 - EXISTING STORM DRAIN INLETS TO BE COVERED WITH SILT BAG DURING CONSTRUCTION.
 - CONTRACTOR TO CONFIRM ADA/ACCESSIBLE STRIPING & ASSOCIATED STALLS HAVE <2% GRADE IN ALL DIRECTIONS.

LEGEND

- SITE BENCHMARK
- CLEANOUT
- GREASE TRAP
- SANITARY VALVE
- STORM MANHOLE
- STORM INLET (RECTANGLE)
- FIRE HYDRANT
- WATER VALVE
- IRRIGATION CONTROL VALVE
- WATER METER
- WATER VAULT
- FIRE DEPARTMENT CONNECTION
- ABOVE GROUND WATER VALVE
- BACK FLOW PREVENTER
- LIGHT POLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- ELECTRIC BOX
- GUYWIRE
- UTILITY POLE W/ TRANSFORMER
- ELECTRIC VAULT
- LANDSCAPE LIGHT
- ELECTRIC OUTLET
- COMMUNICATION VAULT
- COMMUNICATION PEDESTAL
- COMMUNICATION MARKER
- A/C UNIT
- COOLER
- UNKNOWN MANHOLE
- HANDICAP PARKING
- TRAFFIC PULLBOX
- TRAFFIC SIGNAL CONTROL BOX
- DECIDUOUS TREE
- PALM TREE
- SHRUB
- LANDSCAPED AREA
- BOLLARD
- SIGN
- FENCE POST
- FENCE GATE
- SD - STORM LINE (UNDERGROUND)
- SSW - SANITARY LINE (UNDERGROUND)
- WL - WATER LINE (UNDERGROUND)
- ELE - ELECTRIC LINE (UNDERGROUND)
- OHW - ELECTRIC LINE (OVERHEAD)
- CL - COMMUNICATION LINE (UNDERGROUND)
- CHLN LINK - FENCE
- IRON FENCE
- SHRUB LINE
- TRUNCATED DOWNS
- CONCRETE AREA



3500 DEER CREEK ROAD
PALO ALTO, CA 94304
(650) 681-5000



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE.
SUITE 1000
ORLANDO, FL 32803
PHONE: 407.843.5120
FAX: 407.649.8664
FLORIDA C.O.A. #8794

DRAWN BY: SL

CHECKED BY: DER

APPROVED BY: NRK

PROJECT #: 50123704

JOB #: 50163349

SUBMITTALS		
REV.	DATE	DESCRIPTION
0	11/01/23	ISSUED FOR S&S

SITE NAME:
FORT LAUDERDALE, FL -
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:
2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE
DETAILED SITE PLAN

SHEET NUMBER
C-1

APPENDIX B: East / West Roadways Capacity and Level of Service Analysis 2020 & 2045

			2020					2020				2045					2045			
			Design	Daily Conditions				Peak Hour Conditions					Daily Conditions				Peak Hour Conditions			
ID	E/W Roadway	Segment	Code	AADT	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS	Code	Volume	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS
206	Sheridan St	E of US 1	422	27500	39800	0.69	C	2613	3580	0.73	C	422	24200	39800	0.61	C	2299	3580	0.64	C
1012	Stirling Rd	E of US 27	264	2200	13320	0.17	C	209	1197	0.17	C	264	7300	13320	0.55	D	694	1197	0.58	D
208	Stirling Rd	E of SW 160 Ave	474	5400	35820	0.15	C	513	3222	0.16	C	474	10700	35820	0.30	C	1017	3222	0.32	C
210	Stirling Rd	E of I-75	474	5400	35820	0.15	C	513	3222	0.16	C	474	11300	35820	0.32	C	1074	3222	0.33	C
212	Stirling Rd	E of SW 148 Ave	264	3700	13320	0.28	C	352	1197	0.29	C	264	9000	13320	0.68	D	855	1197	0.71	D
214	Stirling Rd	E of SW 136 Ave	264	3700	13320	0.28	C	352	1197	0.29	C	264	8300	13320	0.62	D	789	1197	0.66	D
216	Stirling Rd	E of Flamingo Rd	422	27500 e	37810 r	0.73	C	2613	3401 r	0.77	C	422	23500	37810 r	0.62	C	2233	3401 r	0.66	C
218	Stirling Rd	E of Hiatus Rd	422	19800	37810 r	0.52	C	1881	3401 r	0.55	C	422	23600	37810 r	0.62	C	2242	3401 r	0.66	C
220	Stirling Rd	E of Palm Ave	422	20400	37810 r	0.54	C	1938	3401 r	0.57	C	422	24800	37810 r	0.66	C	2356	3401 r	0.69	C
222	Stirling Rd	E of Douglas Rd	422	27000	37810 r	0.71	C	2565	3401 r	0.75	C	422	49200	37810 r	1.30	F	4674	3401 r	1.37	F
224	Stirling Rd	E of University Dr	622	33000	59900	0.55	C	3135	5390	0.58	C	622	43100	59900	0.72	C	4095	5390	0.76	C
226	Stirling Rd	E of Davie Rd	622	39500	59900	0.66	C	3753	5390	0.70	C	622	61800	59900	1.03	F	5871	5390	1.09	F
228	Stirling Rd	E of N 64 Ave	622	39000	59900	0.65	C	3705	5390	0.69	C	622	61700	59900	1.03	F	5862	5390	1.09	F
230	Stirling Rd	E of SR 7	622	31500	59900	0.53	C	2993	5390	0.56	C	622	54400	59900	0.91	C	5168	5390	0.96	C
232	Stirling Rd	E of Park Rd	622	42500	59900	0.71	C	4038	5390	0.75	C	622	54800	59900	0.91	C	5206	5390	0.97	C
234	Stirling Rd	E of I-95	622	32500	59900	0.54	C	3088	5390	0.57	C	622	45300	59900	0.76	C	4304	5390	0.80	C
236	Dania Bch Blvd	E of US 1	622	8900	59900	0.15	C	846	5390	0.16	C	422	41500	39800	1.04	F	3943	3580	1.10	F
238	Dania Bch Blvd	E of NE 2 Ave	622	8400	59900	0.14	C	798	5390	0.15	C	622	35000	59900	0.58	C	3325	5390	0.62	C
240	Dania Bch Blvd	E of Gulfstream Rd	422	8400 e	39800	0.21	C	798	3580	0.22	C	422	25500	39800	0.64	C	2423	3580	0.68	C
248	Old Griffin Rd	S of Griffin Rd	264	5100	13320	0.38	C	485	1197	0.40	C	264	12800	13320	0.96	D	1216	1197	1.02	E
250	Griffin Rd	E of US 27	222	6400	16815 r	0.38	C	608	1520 r	0.40	C	222	10500	16815 r	0.62	C	998	1520 r	0.66	C
252	Griffin Rd	E of SW 184 Ave	422	15200	37810 r	0.40	C	1444	3401 r	0.42	C	422	23100	37810 r	0.61	C	2195	3401 r	0.65	C
254	Griffin Rd	E of SW 172 Ave	422	22000	37810 r	0.58	C	2090	3401 r	0.61	C	422	30700	37810 r	0.81	C	2917	3401 r	0.86	C
256	Griffin Rd	E of SW 160 Ave	422	38500	37810 r	1.02	F	3658	3401 r	1.08	F	422	49700	37810 r	1.31	F	4722	3401 r	1.39	F
258	Griffin Rd	E of I-75	622	38500	56905 r	0.68	C	3658	5121 r	0.71	C	622	52400	56905 r	0.92	C	4978	5121 r	0.97	C
260	Griffin Rd	E of SW 148 Ave	422	27000	37810 r	0.71	C	2565	3401 r	0.75	C	622	40100	56905 r	0.70	C	3810	5121 r	0.74	C
262	Griffin Rd	E of SW 136 Ave	422	27000	37810 r	0.71	C	2565	3401 r	0.75	C	622	33000	56905 r	0.58	C	3135	5121 r	0.61	C
264	Griffin Rd	E of Flamingo Rd	622	30000	59900	0.50	C	2850	5390	0.53	C	622	39200	59900	0.65	C	3724	5390	0.69	C
266	Griffin Rd	E of 118 Ave	622	30000	59900	0.50	C	2850	5390	0.53	C	622	31700	59900	0.53	C	3012	5390	0.56	C
268	Griffin Rd	E of Hiatus Rd	622	30000	59900	0.50	C	2850	5390	0.53	C	622	34700	59900	0.58	C	3297	5390	0.61	C
270	Griffin Rd	E of SW 100 Ave	622	35500	59900	0.59	C	3373	5390	0.63	C	622	43100	59900	0.72	C	4095	5390	0.76	C
272	Griffin Rd	E of SW 90 Ave	622	35500	59900	0.59	C	3373	5390	0.63	C	622	44100	59900	0.74	C	4190	5390	0.78	C
274	Griffin Rd	E of Pine Island Rd	622	47000	59900	0.78	C	4465	5390	0.83	C	622	49200	59900	0.82	C	4674	5390	0.87	C
276	Griffin Rd	E of University Dr	622	24100	59900	0.40	C	2290	5390	0.42	C	622	34200	59900	0.57	C	3249	5390	0.60	C
278	Griffin Rd	E of 76 Ave	622	24100	59900	0.40	C	2290	5390	0.42	C	622	39600	59900	0.66	C	3762	5390	0.70	C
280	Griffin Rd	E of Davie Rd	622	35000	59900	0.58	C	3325	5390	0.62	C	622	46200	59900	0.77	C	4389	5390	0.81	C
282	Griffin Rd	E of Fla Turnpike	622	34500	59900	0.58	C	3278	5390	0.61	C	622	44800	59900	0.75	C	4256	5390	0.79	C
284	Griffin Rd	E of SR 7	622	36000	59900	0.60	C	3420	5390	0.63	C	622	44800	59900	0.75	C	4256	5390	0.79	C
286	Griffin Rd	E of I-95	622	18700	59900	0.31	C	1777	5390	0.33	C	622	61700	59900	1.03	F	5862	5390	1.09	F
1014	SW 42 St	E of SW 30 Ave	264	3100	13320	0.23	C	295	1197	0.25	C	264	6500	13320	0.49	C	618	1197	0.52	D

APPENDIX C: North / South Roadways Capacity and Level of Service Analysis 2020 & 2045

			2020					2020					2045					2045				
			Design	Daily Conditions				Peak Hour Conditions				Design	Daily Conditions				Peak Hour Conditions					
ID	N/S Roadway	Segment	Code	AADT	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS	Code	Volume	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS		
589	NW 31 Ave	N of Sunrise Blvd	674	32000	53910	0.59	C	3040	4851	0.63	C	674	48200	53910	0.89	C	4579	4851	0.94	C		
591	NW 31 Ave	N of NW 19 St	674	32500	53910	0.60	C	3088	4851	0.64	C	674	37600	53910	0.70	C	3572	4851	0.74	C		
593	NW 31 Ave	N of Oakland Pk Blvd	674	24500	53910	0.45	C	2328	4851	0.48	C	674	35800	53910	0.66	C	3401	4851	0.70	C		
595	NW 31 Ave	N of Commercial Blvd	674	24500	53910	0.45	C	2328	4851	0.48	C	674	35800	53910	0.66	C	3401	4851	0.70	C		
597	NW 31 Ave	N of Prospect Rd	674	26500	53910	0.49	C	2518	4851	0.52	C	674	62700	53910	1.16	F	5957	4851	1.23	F		
599	Lyons Rd	N of Cypress Crk Rd	674	25000	53910	0.46	C	2375	4851	0.49	C	674	61600	53910	1.14	F	5852	4851	1.21	F		
601	Lyons Rd	N of McNab Rd	474	24000	35820	0.67	C	2280	3222	0.71	C	474	50500	35820	1.41	F	4798	3222	1.49	F		
1041	Lyons Rd	N of Atlantic Blvd	674	17200	53910	0.32	C	1634	4851	0.34	C	674	38500	53910	0.71	C	3658	4851	0.75	C		
603	Lyons Rd	N of NW 6 Mr	474	17200	35820	0.48	C	1634	3222	0.51	C	474	38500	35820	1.07	F	3658	3222	1.14	F		
605	Lyons Rd	N of Coconut Crk Pkwy	474	30000	35820	0.84	C	2850	3222	0.88	C	474	36000	35820	1.00	F	3420	3222	1.06	F		
607	Lyons Rd	N of Copans Rd	474	35500	35820	0.99	D	3373	3222	1.05	F	474	46100	35820	1.29	F	4380	3222	1.36	F		
609	Lyons Rd	N of Sample Rd	674	32500	53910	0.60	C	3088	4851	0.64	C	674	44400	53910	0.82	C	4218	4851	0.87	C		
611	Lyons Rd	N of Wiles Rd	674	32500	53910	0.60	C	3088	4851	0.64	C	674	63400	53910	1.18	F	6023	4851	1.24	F		
613	Lyons Rd	N of Sawgrass Xway	674	32500	53910	0.60	C	3088	4851	0.64	C	674	78800	53910	1.46	F	7486	4851	1.54	F		
615	Lyons Rd	N of Hillsboro Blvd	674	26500	53910	0.49	C	2518	4851	0.52	C	674	70000	53910	1.30	F	6650	4851	1.37	F		
617	Riverland Rd	E of SR 7	264	3900	13320	0.29	C	371	1197	0.31	C	264	21700	13320	1.63	F	2062	1197	1.72	F		
619	SW 27 Ave	N of Davie Blvd	474	14000	35820	0.39	C	1330	3222	0.41	C	474	45800	35820	1.28	F	4351	3222	1.35	F		
1087	NW 27 Ave	N of Sunrise Blvd	264	9000	13320	0.68	D	855	1197	0.71	D	264	13700	13320	1.03	E	1302	1197	1.09	F		
621	SW 30 Ave	N of Griffin Rd	264	9300	13320	0.70	D	884	1197	0.74	D	464	23000	29160	0.79	D	2185	2628	0.83	D		
1043	SW 30 Ave	N of SW 42 St	464	11200	29160	0.38	C	1064	2628	0.40	C	464	39300	29160	1.35	F	3734	2628	1.42	F		
623	SW 26 Terr	N of SW 32 St	264	5100	13320	0.38	C	485	1197	0.40	C	264	11600	13320	0.87	D	1102	1197	0.92	D		
625	Ravenswood Rd	N of Stirling Rd	264	14600	13320	1.10	F	1387	1197	1.16	F	464	46100	29160	1.58	F	4380	2628	1.67	F		
627	Ravenswood Rd	N of Griffin Rd	264	5000	13320	0.38	C	475	1197	0.40	C	464	18600	29160	0.64	D	1767	2628	0.67	D		
1053	Ravenswood Rd	N of NW 36 ST	264	5000	13320	0.38	C	475	1197	0.40	C	264	8600	13320	0.65	D	817	1197	0.68	D		
629	N 29 Ave	N of Sheridan St	464	6900	29160	0.24	C	656	2628	0.25	C	464	28300	29160	0.97	D	2689	2628	1.02	E		
631	NW 23 Ave	N of Sunrise Blvd	364	10100	13986	0.72	D	960	1257	0.76	D	364	16200	13986	1.16	F	1539	1257	1.22	F		
633	NW 21 Ave	N of NW 19 St	264	10100	13320	0.76	D	960	1197	0.80	D	264	18900	13320	1.42	F	1796	1197	1.50	F		
635	NW 21 Ave	N of Oakland Pk Blvd	264	16800	13320	1.26	F	1596	1197	1.33	F	464	34100	29160	1.17	F	3240	2628	1.23	F		
1089	NW 21 Ave	N of Commercial Blvd	264	2500	13320	0.19	C	238	1197	0.20	C	264	10700	13320	0.80	D	1017	1197	0.85	D		
637	NW 21/Oaks Dr	N of Cypress Crk Rd	264	5400	13320	0.41	C	513	1197	0.43	C	264	12400	13320	0.93	D	1178	1197	0.98	D		
639	NW 31 Ave_FTPK	N of Atlantic Blvd	422	14300	39800	0.36	C	1359	3580	0.38	C	422	21000	39800	0.53	C	1995	3580	0.56	C		
641	Blount Rd	N of Coconut Crk Pkwy	264	6500	13320	0.49	C	618	1197	0.52	D	474	16900	35820	0.47	C	1606	3222	0.50	C		
643	Blount Rd	N of Copans Rd	464	8300	29160	0.28	C	789	2628	0.30	C	464	10500	29160	0.36	C	998	2628	0.38	C		
647	NW 15 Ave	N of Sunrise Blvd	264	8600	13320	0.65	D	817	1197	0.68	D	264	12300	13320	0.92	D	1169	1197	0.98	D		
1153	NW 12 Ave	N of Commercial Blvd	464	4200	29160	0.14	C	399	2628	0.15	C	464	2800	29160	0.10	C	266	2628	0.10	C		
1091	NW 27 Ave	N of Atlantic Blvd	264	9600	13320	0.72	D	912	1197	0.76	D	264	14000	13320	1.05	E	1330	1197	1.11	F		
1095	Bryan Rd	N of Stirling Rd	264	6400	13320	0.48	C	608	1197	0.51	D	264	9000	13320	0.68	D	855	1197	0.71	D		
651	SW 9 Ave	N of SR 84	264	4200	13320	0.32	C	399	1197	0.33	C	264	8900	13320	0.67	D	846	1197	0.71	D		
653	NW 9 Ave	N of Broward Blvd	264	3400	13320	0.26	C	323	1197	0.27	C	264	11500	13320	0.86	D	1093	1197	0.91	D		
655	NW 9 Ave	N of NW 6 St	264	6800	13320	0.51	D	646	1197	0.54	D	264	12800	13320	0.96	D	1216	1197	1.02	E		

Tesla Ft. Lauderdale-Griffin Road
Project № 25047.01.01
April 2025

Traffic Impact Analysis
City of Dania Beach
Florida

Prepared for:

Dewberry Engineering Inc
800 North Magnolia Avenue, Suite 1000
Orlando, Florida 32803

Prepared by:



3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803
www.trafficmobility.com
(407) 531-5332

EXECUTIVE SUMMARY

Project Information

Name: Tesla Ft. Lauderdale-Griffin Road
Location: Northeast of the Griffin Road and Ravenswood Road/Anglers Avenue
Jurisdiction: City of Dania Beach, Florida
Description: 48 Level-3 chargers
Six (6) Level-2 chargers
Access: Two (2) existing access driveways

Findings

Trip Generation: 800 ADT / 54 AM Peak / 72 PM Peak
Adverse Impacts: The transportation network is not projected to become adversely impacted due to the proposed development.



PROFESSIONAL ENGINEERING CERTIFICATION

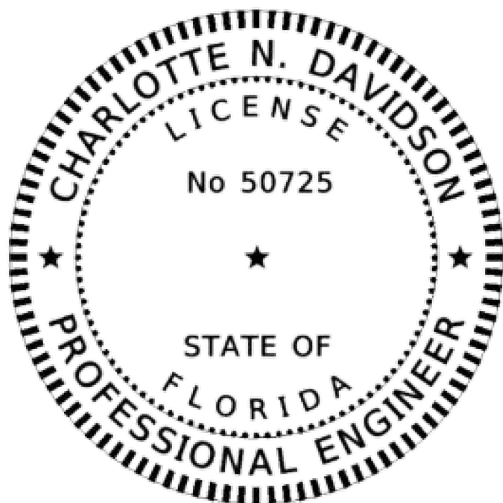
I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic & Mobility Consultants LLC, a corporation authorized to operate as an engineering business, CA-30024, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Tesla Ft. Lauderdale-Griffin Road

LOCATION: City of Dania Beach, Florida

CLIENT: Dewberry Engineering Inc

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TRAFFIC & MOBILITY CONSULTANTS LLC
3101 MAGUIRE BOULEVARD, SUITE 265
ORLANDO, FLORIDA 32803
CERTIFICATE OF AUTHORIZATION CA-30024
CHARLOTTE N. DAVIDSON, P.E. № 50725

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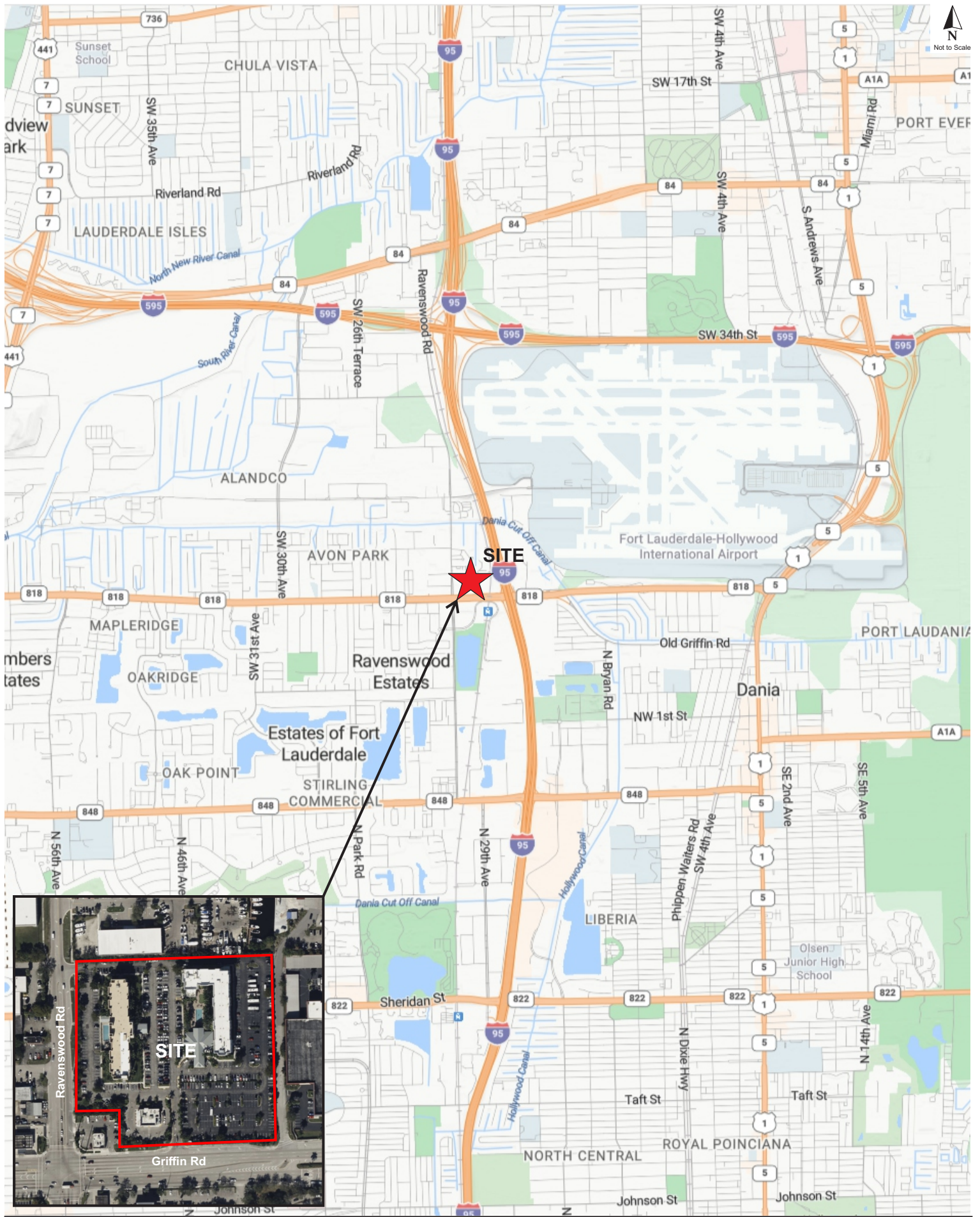
1.0 INTRODUCTION

This analysis was prepared in support of a development application for Tesla Ft. Lauderdale-Griffin Road. The project contains 48 Level-3 chargers and six (6) Level-2 chargers added to the parking lot of the Fairfield Inn and Suites. The project's anticipated buildout date is 2025. The site is proposed to have access via two (2) existing driveways used by the plaza; one (1) right-in/right-out on Griffin Road and one (1) full access on Ravenswood Road/Anglers Avenue.

The site is located northeast of the Griffin Road and Ravenswood Road intersection, in the City of Dania Beach, Florida. **Figure 1** depicts the site location and the surrounding transportation network. A conceptual site/development plan depicting the site layout, land uses, and access points is included in **Appendix A**.

The analysis was conducted in accordance with a methodology approved by City of Dania Beach. The approved methodology and pertinent correspondence are included in **Appendix B**.

Information used in this analysis includes data collected by Traffic & Mobility Consultants, information provided by the project team, and/or other data and information obtained from the City of Dania Beach, Broward County, the Institute of Transportation Engineers (ITE), and the Florida Department of Transportation (FDOT).



2.0 PROJECT TRAFFIC

2.1 Trip Generation

The trip generation analysis was estimated using estimated charging times and electric vehicle volumes in the area. Level-3 chargers typically take 15-30 minutes to charge; therefore, have the opportunity to generate more trips. Level-2 charges typically take four hours to charge and are anticipated to be primarily used by patrons of the Fairfield Inn and Suites, which would not increase the number of net trips the site would generate. Tesla estimates that 4,500 Tesla cars travel through Griffin Road and Anglers Avenue per day. To be conservative, given the charging speed of the Level-3 chargers and the number of vehicles passing through, each Level-3 charger is anticipated to charge two vehicles in the PM peak hour. In the AM peak hour electric vehicles would be more likely to have been charged overnight and would be less likely to stop at the charging station; therefore, a lower trip generation rate is proposed. A certain amount of the trips generated by the development is expected to be pass-by trips making a stop at the charging station on the way to another destination. Gas stations/convenience stores would be a similar land use and have a pass-by percentage of around 75%. The electric charging stations are not as abundant as gas stations/convenience stores, so many of the trips require planning beforehand. To be conservative, lower pass-by of 25% will be used for the proposed site. The resulting trip generation analysis is summarized in **Table 1**.

Table 1
Trip Generation Summary

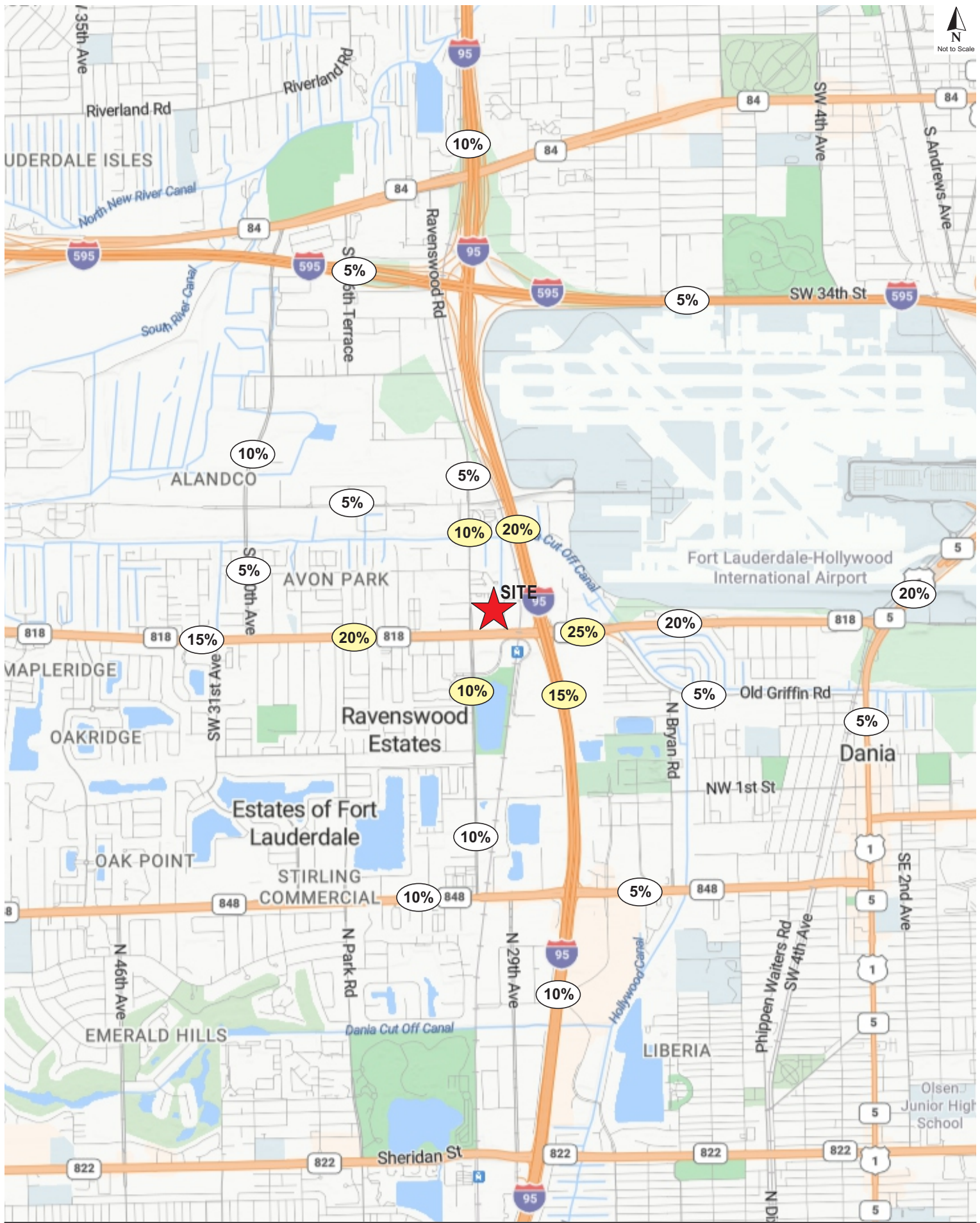
ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
N/A	Level-3 Chargers	48 Stations	22.22	1,067	1.50	72	36	36	2.00	96	48	48
<i>Pass-by Trips (25%)</i>				267		18	9	9		24	12	12
Net New Trip Generation				800		54	27	27		72	36	36

Daily Rate Calculated Using a K-factor of 0.09

The proposed development is projected to generate 800 net external daily trips, of which 54 trips occur during the AM peak hour and 72 trips occur during the PM peak hour.

2.2 Trip Distribution

The developments trips were manually distributed based on prevailing traffic patterns adjacent to the site. The projected distribution pattern is presented in **Figure 2**.



3.0 STUDY AREA

3.1 Study Roadways

The study area was established in accordance with the requirements of the City of Dania Beach and the approved methodology. The impact area includes roadway segments within the project's 1-mile influence area. The project's study area determination is provided in **Table 2**. The roadway segment information and characteristics were obtained from the Broward Metropolitan Planning Organization (MPO) 2020 *Level of Service Spreadsheet*, which is included in **Appendix C**.

Table 2
Study Segments

Segment Information		
Roadway	From	To
Old Griffin Rd	Griffin Rd	US 1
Griffin Rd	US 441	30th Ave
Griffin Rd	30th Ave	Ravenswood Rd
Griffin Rd	Ravenswood Rd	I-95
Griffin Rd	I-95	US 1
SW 42nd St	30th Ave	Ravenswood Rd
30th Ave	SR 84	SW 42nd St
30th Ave	SW 42nd St	Griffin Rd
Ravenswood Rd	SR 84	SW 36th St
Ravenswood Rd	SW 36th St	Griffin Rd
Ravenswood Rd	Griffin Rd	Stirling Rd

3.2 Study Intersections

The study area encompasses major intersections that were identified in the approved methodology. Additionally, the site is proposed to be served by two (2) existing access points; one right-in/right-out on Griffin Road and one (1) full access on Ravenswood Road. The study intersections and access points are presented in **Table 3**.

Table 3
Study Intersections

Int #	Intersection		Traffic Control
	Major Road	Minor Road	
1	Griffin Road	SW 30th Ave	Signal
2	Griffin Road	Ravenswood Rd	Signal
3	Griffin Road	Plaza Entrance	Two-Way Stop
4	Ravenswood Rd	Plaza Entrance	Two-Way Stop

4.0 TRANSPORTATION IMPROVEMENTS

Transportation improvement programs published by City of Dania Beach, *Broward TPO Transportation Improvement Program*, and the FDOT *Work Program* were reviewed to determine if any transportation improvements that influence the project's study area are planned or programmed. Improvements that are funded for construction within three (3) years are considered programmed and will be incorporated in the analysis. No improvements were found within the study area.

5.0 TRAFFIC PROJECTIONS

5.1 Projected Roadway Volumes

Existing roadway information was obtained from Broward Metropolitan Planning Organization (MPO) *2020 Level of Service Spreadsheet*. The information includes roadway segment data, existing traffic volumes, service volumes, and capacity.

Projected background traffic in the buildout year 2025 was derived by comparing historical growth rate trends and a minimum annual growth rate of 2%. The five (5) year historical traffic count data was obtained from the *FDOT Traffic Online* website. Historical traffic count data and growth trends analysis worksheets are included in **Appendix D**. The total projected volumes on the roadway segments include background traffic and project trips, which are calculated based on the project's trip generation and distribution pattern. The total projected traffic volumes by roadway segment are presented in **Table 4**.

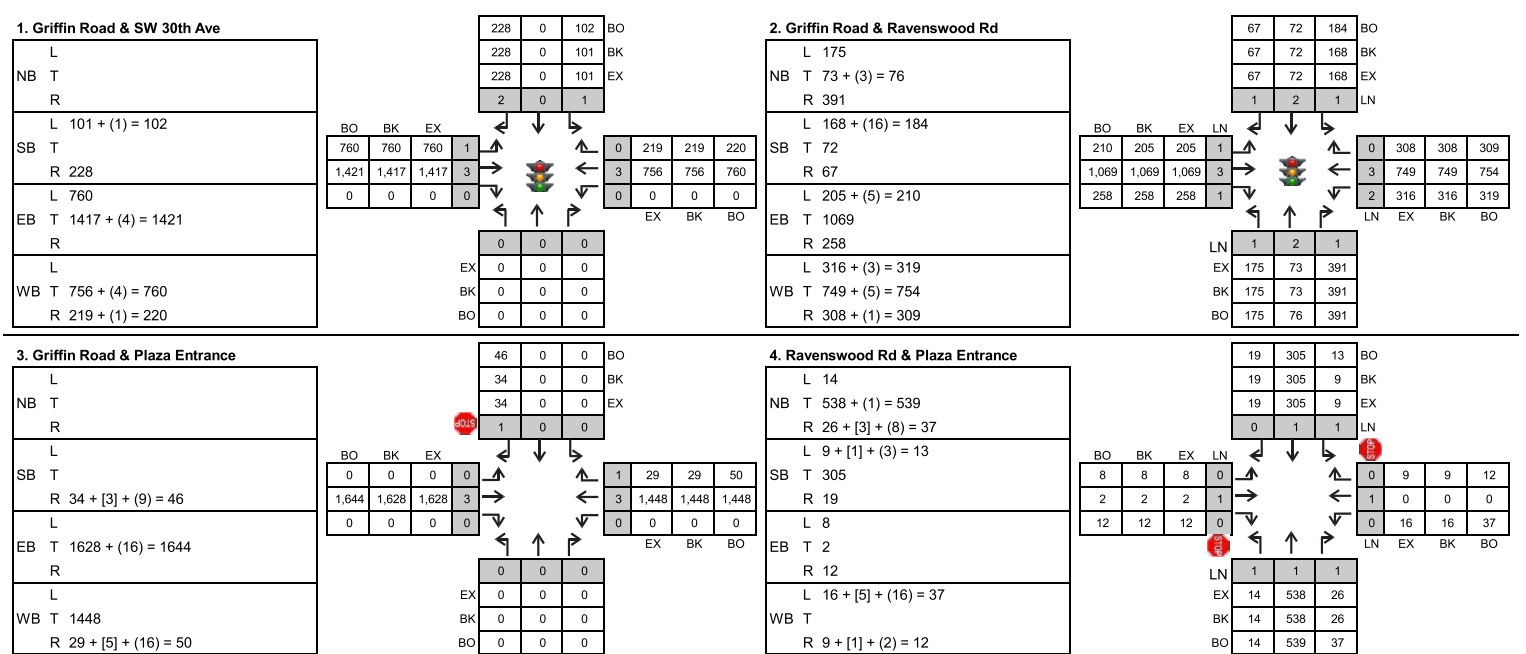
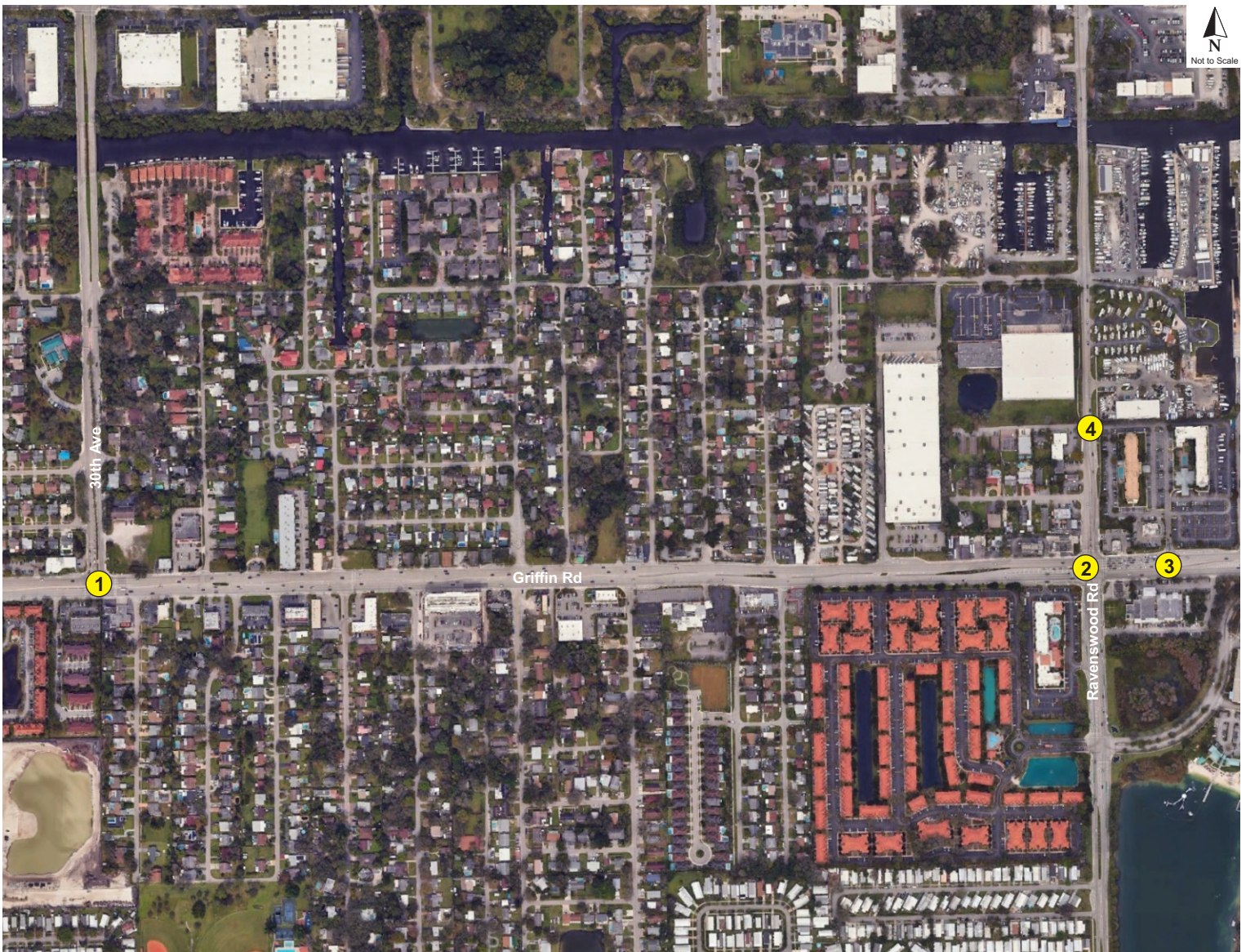
5.2 Projected Intersection Volumes

Existing AM and PM peak hour turning movement volumes were obtained at the study intersections on April 1, 2025. The counts were obtained during the peak season and did not require seasonal adjustment based on the *FDOT Traffic Online* data. The raw turning movement volumes and supporting information are provided in **Appendix E**.

Projected background intersection volumes in the buildout year 2025 were calculated by applying the corresponding growth rates on the adjacent segments to the existing turning volumes at the study intersections. The total projected intersection volumes include background traffic and project trips, which are calculated based on the project's trip generation and assignment at each intersection. Detailed intersection volume calculations are provided in **Appendix F** and the resulting existing, background, and buildout volumes are illustrated in **Figures 3 and 4** for the AM and PM peak hour, respectively.

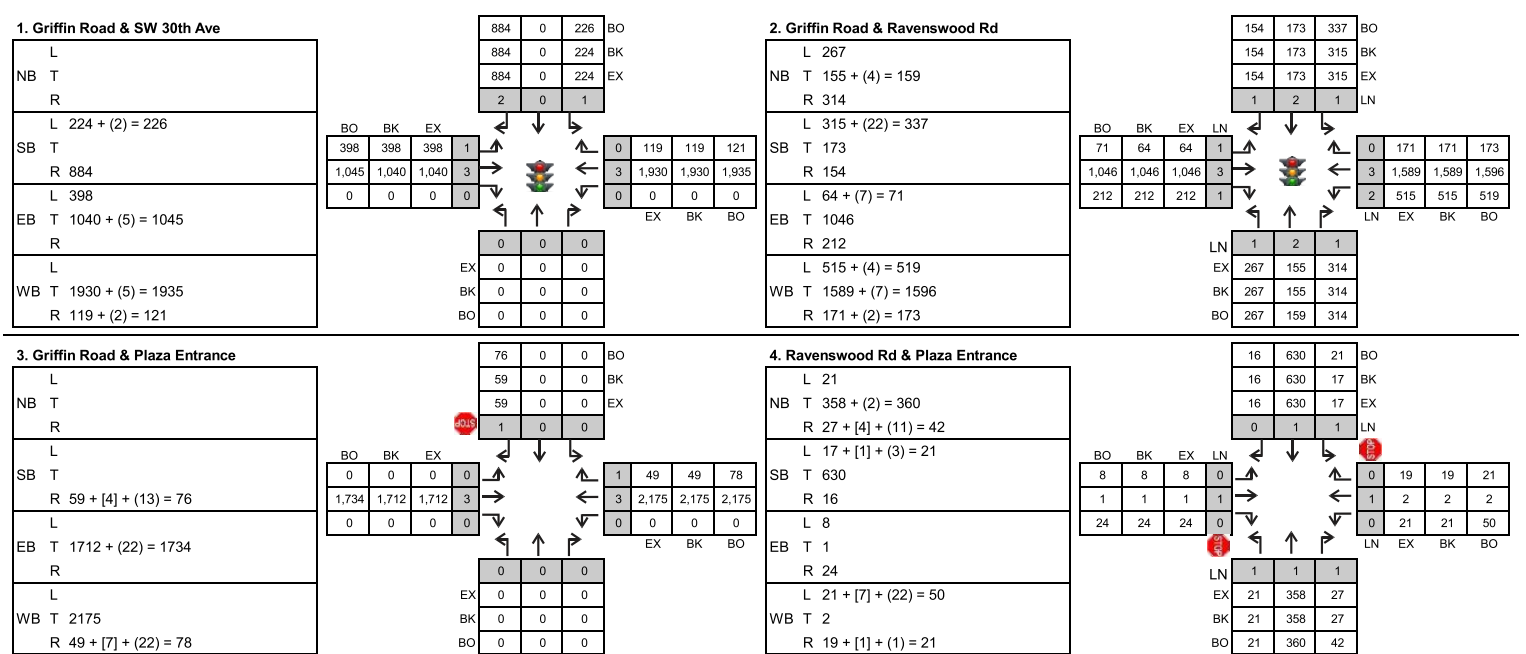
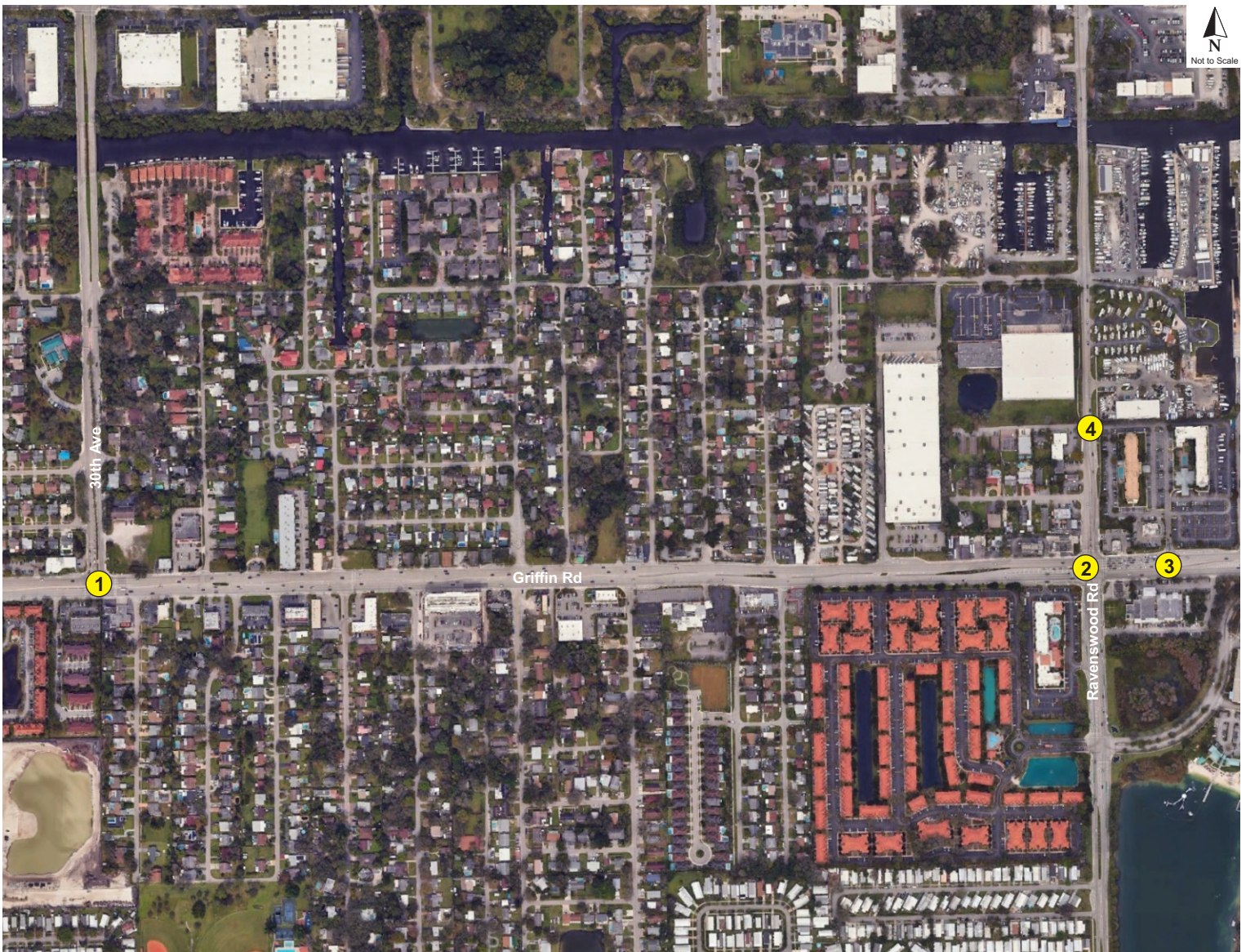
**Table 4
Projected Background Volumes**

Segment Information			Existing	Calc AGR	Used AGR	Backg
			PM Peak Vol			PM Peak Vol
Roadway	From	To				
Old Griffin Rd	Griffin Rd	US 1	485	-5.8%	2.0%	504
Griffin Rd	US 441	30th Ave	3,420	-1.5%	2.0%	3,557
Griffin Rd	30th Ave	Ravenswood Rd	3,420	-0.3%	2.0%	3,557
Griffin Rd	Ravenswood Rd	I-95	3,420	-0.3%	2.0%	3,557
Griffin Rd	I-95	US 1	1,777	8.6%	8.6%	2,082
SW 42nd St	30th Ave	Ravenswood Rd	295	-5.9%	2.0%	307
30th Ave	SR 84	SW 42nd St	1,064	8.4%	8.4%	1,244
30th Ave	SW 42nd St	Griffin Rd	884	-4.2%	2.0%	919
Ravenswood Rd	SR 84	SW 36th St	475	1.1%	2.0%	494
Ravenswood Rd	SW 36th St	Griffin Rd	475	-3.3%	2.0%	494
Ravenswood Rd	Griffin Rd	Stirling Rd	1,387	1.5%	2.0%	1,442



Legend: Existing + [Pass-by] + (Project) = Total

1 Lanes by movement



Legend: Existing + [Pass-by] + (Project) = Total

1 Lanes by movement

6.0 CAPACITY ANALYSIS

6.1 Roadway Segments

Roadway segment capacity was analyzed based on the adopted service volumes, capacity, and the corresponding traffic volumes to determine the resulting LOS, as summarized in **Table 5**.

The results of the capacity analysis reveal that the roadway segment of Ravenswood Road, from Griffin Road to Stirling Road, is currently and is projected to continue to operate below its adopted level of service. The proposed project is projected to have minimal impact. The remaining roadway segments within the study area currently operate at adequate LOS and are projected to continue to do so at buildout of the development.

6.2 Intersections

The study intersections were analyzed in accordance with the methods of the *Highway Capacity Manual (HCM)* as applied in the *Synchro* analytical tool. The analysis results for existing and buildout conditions are summarized in **Table 6**, which reveals that traffic from the proposed development does not cause any intersection within the study area to fall below the overall adopted LOS standard. The *HCM* printouts and signal timings are included in **Appendix G**.

**Table 5
Segment Analysis**

Segment Information			Exist Lns	LOS Std	Peak Cap	Existing			Background			Project		Buildout		
Roadway	From	To				PM Peak			PM Peak			Proj Dist	PM Peak Vol	PM Peak		
						Vol	V/C	LOS	Vol	V/C	LOS			Vol	V/C	LOS
Old Griffin Rd	Griffin Rd	US 1	2	D	1,197	485	0.41	D	504	0.42	D	5%	4	508	0.42	D
Griffin Rd	US 441	30th Ave	6	D	5,390	3,420	0.63	D	3,557	0.66	D	15%	11	3,568	0.66	D
Griffin Rd	30th Ave	Ravenswood Rd	6	D	5,390	3,420	0.63	D	3,557	0.66	D	20%	14	3,571	0.66	D
Griffin Rd	Ravenswood Rd	I-95	6	D	5,390	3,420	0.63	D	3,557	0.66	D	60%	43	3,600	0.67	D
Griffin Rd	I-95	US 1	6	D	5,390	1,777	0.33	D	2,082	0.39	D	25%	18	2,100	0.39	D
SW 42nd St	30th Ave	Ravenswood Rd	2	D	1,197	295	0.25	D	307	0.26	D	5%	4	311	0.26	D
30th Ave	SR 84	SW 42nd St	4	D	2,628	1,064	0.40	D	1,244	0.47	D	10%	7	1,251	0.48	D
30th Ave	SW 42nd St	Griffin Rd	4	D	1,197	884	0.74	D	919	0.77	D	5%	4	923	0.77	D
Ravenswood Rd	SR 84	SW 36th St	2	D	1,197	475	0.40	D	494	0.41	D	5%	4	498	0.42	D
Ravenswood Rd	SW 36th St	Griffin Rd	2	D	1,197	475	0.40	D	494	0.41	D	10%	7	501	0.42	D
Ravenswood Rd	Griffin Rd	Stirling Rd	2	D	1,197	1,387	1.16	F	1,442	1.21	F	10%	7	1,449	1.21	F

Table 6
Intersection Analysis

Int #	Intersection		Control	Time Period	Scenario	EB		WB		NB		SB		Overall	
	Major Road	Minor Road				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1	Griffin Road	SW 30th Ave	Signal	AM	Existing	37.5	D	22.9	C	--	--	57.9	E	35.4	D
					Buildout	37.8	D	23.0	C	--	--	57.9	E	35.5	D
				PM	Existing	78.6	E	85.3	F	--	--	57.7	E	76.5	E
					Buildout	78.4	E	86.5	F	--	--	57.7	E	77.0	E
2	Griffin Road	Ravenswood Rd	Signal	AM	Existing	45.6	D	51.8	D	79.9	E	43.1	D	53.3	D
					Buildout	46.7	D	53.1	D	79.7	E	42.3	D	54.0	D
				PM	Existing	54.4	D	58.6	E	63.2	E	46.7	D	56.7	E
					Buildout	54.8	D	60.0	E	63.2	E	48.0	D	57.5	E
3	Griffin Road	Plaza Entrance	TWSC	AM	Existing	--	--	--	--	--	--	18.1	C	--	--
					Buildout	--	--	--	--	--	--	18.7	C	--	--
				PM	Existing	--	--	--	--	--	--	35.9	E	--	--
					Buildout	--	--	--	--	--	--	40.9	E	--	--
4	Ravenswood Rd	Plaza Entrance	TWSC	AM	Existing	13.8	B	15.4	C	8.1	A	9.2	A	--	--
					Buildout	13.9	B	16.8	C	8.1	A	9.3	A	--	--
				PM	Existing	16.4	C	16.7	C	9.4	A	8.3	A	--	--
					Buildout	16.5	C	20.8	C	9.4	A	8.4	A	--	--

Average delay expressed in seconds/vehicle

7.0 STUDY CONCLUSIONS

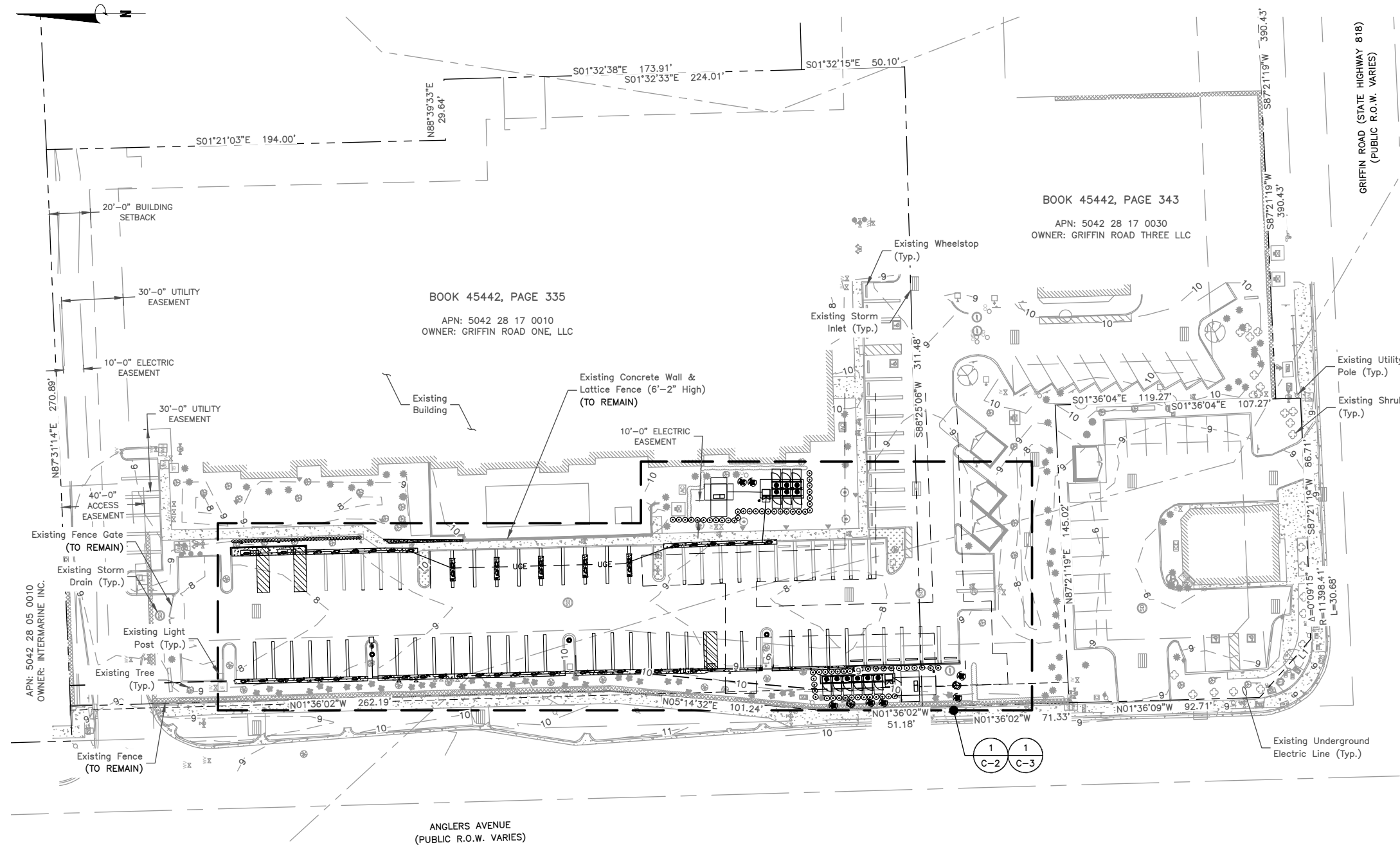
This traffic analysis was conducted to evaluate the impacts of Tesla Ft. Lauderdale-Griffin Road. The site is located at the northeast corner of the Griffin Road and Ravenswood Road, in the City of Dania Beach, Florida. The analysis included a determination of trip generation, a review of transportation capacity and operations, and a review of the proposed site access plan. The results of the traffic analysis are summarized as follows:

Summary of Findings

- The proposed development is projected to generate 800 net external daily trips, of which 54 trips occur during the AM peak hour and 72 trips occur during the PM peak hour.
- A review of roadway capacity conditions reveals that the proposed development is not projected to adversely impact the roadway network.
- A review of intersection capacity conditions reveals that the proposed development is not projected to adversely impact the intersection.

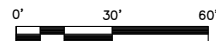
APPENDICES

Appendix A
Site Plan/Information



DETAILED SITE PLAN

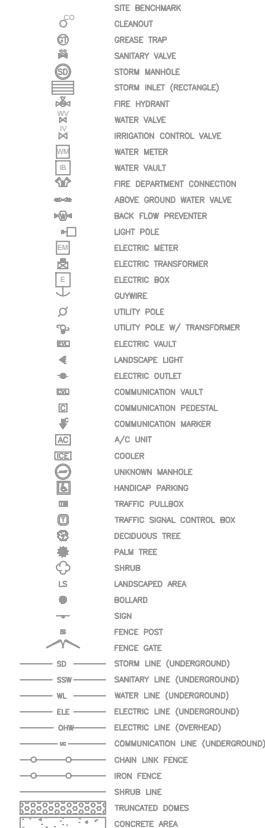
SCALE: 1"=60' FOR 11"x17"
1"=30' FOR 22"x34"



NOTES:

- SITE PLAN BASED ON ENGINEERING DESIGN SURVEY: A PORTION OF THE PROPERTY DESCRIBED IN BOOK 175, PAGE 38, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FL BY CLARK LAND SURVEYING, INC. DATED 03/16/2023.
- UTILITY CONNECTION TO BE MADE UNDER FPL UTILITIES STANDARDS, CONFIRM FINAL DESIGN PRIOR TO CONSTRUCTION, FPL WORK ORDER SUPERCHARGERS – PROJECT #12411906.
- EXISTING UNDERGROUND UTILITIES LOCATED WITHIN AREA OF PROPOSED TRENCH & EQUIPMENT SITE AREA. HAND DIG AND RELOCATE AS REQUIRED.
- EXISTING STORM DRAIN INLETS TO BE COVERED WITH SILT BAG DURING CONSTRUCTION.
- CONTRACTOR TO CONFIRM ADA/ACCESSIBLE STRIPING & ASSOCIATED STALLS HAVE <2% GRADE IN ALL DIRECTIONS.

LEGEND



EQUIPMENT SHIPPED BY TESLA		
EQUIPMENT	QTY	
GRAY 4" STANDARD DEEP MOUNT CRASHCORE BOLLARD	10	
GRAY MINI OFFSET EV FLEX REBOUNDED BOLLARD	48	
V3.5 CABINET (4 POST)	12	
ACCESSIBLE USE LAST SIGN	2	
ARUBA ACCESS POINT KIT	3	
V4 POST	48	
GEN 3 TESLA 24FT CABINET FUSE	4	
4" SUPERFLEX CONDUIT (FT)	1,234'	
4" SUPERFLEX STRAIGHT COUPLER	20	
4" DURALINE CONDUIT (FT)	894'	
4" ADAPTER – DURALINE TO PVC	96	
4" COUPLER – DURALINE TO DURALINE	20	



3500 DEER CREEK ROAD
PALO ALTO, CA 94304
(650) 681-5000



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE.
SUITE 1000
ORLANDO, FL 32803
PHONE: 407.843.5120
FAX: 407.649.8664
FLORIDA C.O.A. #8794

DRAWN BY: HMP

CHECKED BY: NRK

APPROVED BY: NRK

PROJECT #: 50123704

JOB #: 50163349

SUBMITTALS

REV.	DATE	DESCRIPTION
2	04/11/25	ISSUED PER COMMENTS
1	10/31/24	ISSUED PER COMMENTS
0	03/21/24	ISSUED FOR S&S

SITE NAME:

FORT LAUDERDALE, FL –
GRIFFIN RD.
(TRT ID: 34112)

SITE ADDRESS:

2081 GRIFFIN RD.
FORT LAUDERDALE, FL 33004

SHEET TITLE

DETAILED SITE PLAN

SHEET NUMBER

C-1

Appendix B
Methodology Correspondence



MEMORANDUM

March 18, 2025

Re: Tesla – Ft. Lauderdale – Griffin Road

Traffic Impact Analysis Methodology

Dania Beach, Florida

Project № 25047.01.01

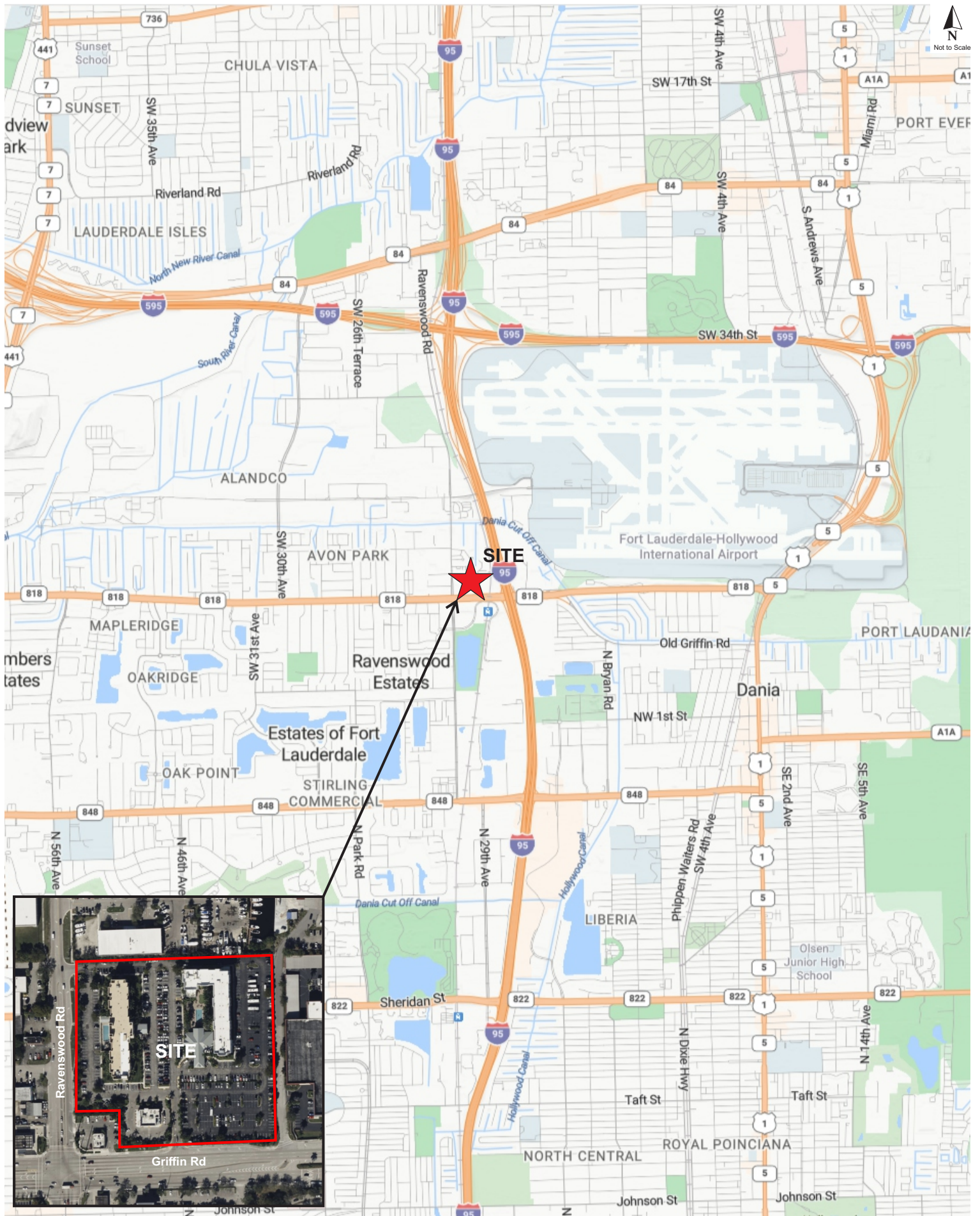
This methodology outlines the approach to the preparation of the proposed Traffic Impact Analysis (TIA) for the above-mentioned project.

Project Description

The proposed project has 48 Level-3 chargers and 6 Level 2-chargers added to the existing parking lot of the Fairfield Inn and Suites. The anticipated buildout year for the project is 2025. A site plan is included in the **Attachments**. The site is located northeast of the Griffin Road and Ravenswood Road intersection in the City of Dania Beach, Florida, as shown in **Figure 1**. Many of its users will likely be associated with the nearby Ft. Lauderdale-Hollywood International Airport. The development is proposed to access the network via the two (2) existing access driveways for the plaza; one (1) right-in/right-out on Griffin Road and one (1) full access driveway on Ravenswood Road.

Trip Generation

The trip generation analysis was estimated using estimated charging times and electric vehicle volumes in the area. Level-3 chargers typically take 15-30 minutes to charge; therefore, have the opportunity to generate more trips. Level-2 charges typically take four hours to charge, and are anticipated to be primarily used by patrons of the Fairfield Inn and Suites which would not increase the amount of net trips the site would generate. Tesla estimates that 4,500 Tesla cars travel through Griffin Road and Anglers Avenue per day. To be conservative, given the charging speed of the Level-3 chargers and the number of vehicles passing through, each Level-3 charger is anticipated to charge two vehicles in the PM peak hour. In the AM peak hour electric vehicles would be more likely to have been charged overnight and would be less likely to stop at the charging station; therefore, a lower trip generation rate is proposed. A certain amount of the trips generated by the development is expected to be pass-by trips making a stop at the charging station on the way to another destination. Gas stations/convenience stores would be a similar land use and have a pass-by percentage of around 75%. The electric charging stations are not as abundant as gas stations/convenience stores, so many of the trips require planning beforehand. To be conservative, a lower pass-by of 25% will be used for the proposed site. The resulting trip generation analysis is summarized in **Table 1**.



Tesla – Ft. Lauderdale – Griffin Road

Traffic Impact Analysis Methodology

Project № 25047.01.01

March 18, 2025

Page 3 of 6

Table 1
Trip Generation Analysis

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
N/A	Level-3 Chargers	48 Stations	22.22	1,067	1.50	72	36	36	2.00	96	48	48
Pass-by Trips (25%)				267		18	9	9		24	12	12
Net New Trip Generation				800		54	27	27		72	36	36

Daily Rate Calculated Using a K-factor of 0.09

Pass-by estimated based on ITE Trip Generation Handbook, 3rd Edition

The development is projected to generate a total of 800 net new external daily trips, of which 54 trips occur during the AM peak hour, and 72 trips occur during the PM peak hour.

Trip Distribution

The developments trips were manually distributed based on prevailing traffic patterns adjacent to the site. The projected distribution pattern is presented in **Figure 2**.

Study Area

The TIA will have a study area of a 1-mile radius from the site. This will include all roadway segments and major intersections. Capacity thresholds, service volumes and adopted level of service (LOS) standards will be obtained from the Broward Metropolitan Planning Organization (MPO) 2020 *Level of Service Spreadsheet*, included in the **Attachments**.



Tesla – Ft. Lauderdale – Griffin Road

Traffic Impact Analysis Methodology

Project № 25047.01.01

March 18, 2025

Page 5 of 6

Based on study area analysis, the following roadway segments and intersections will be analyzed as part of this study:

Study Roadway Segments:

- Old Griffin Road
 - Griffin Road to US 1
- Griffin Road
 - US 441 to 30th Avenue
 - 30th Avenue to Ravenswood Road
 - Ravenswood Road to I-95
 - I-95 to US 1
- SW 42nd Street
 - 30th Avenue to Ravenswood Road
- 30th Avenue
 - SR 84 to SW 42nd Street
 - SW 42nd Street to Griffin Road
- Ravenswood Road
 - SR 84 to SW 36th Street
 - SW 36th Street to Griffin Road
 - Griffin Road to Stirling Road

Study Intersections:

- Griffin Road and SW 30th Avenue (signalized)
- Griffin Road and Ravenswood Road (signalized)
- Griffin Road and Plaza Entrance (unsignalized)
- Ravenswood Road and Plaza Entrance (unsignalized)

Planned and Programmed Improvements

The City and County *Capital Improvement Programs (CIP)*, the *FDOT Work Program*, and the *Broward TPO Transportation Improvement Program (TIP)* were reviewed to determine if any improvements are programmed and/or planned in the study area. No improvements were found within the study area.

Tesla – Ft. Lauderdale – Griffin Road

Traffic Impact Analysis Methodology

Project № 25047.01.01

March 18, 2025

Page 6 of 6

Capacity Analysis

The TIA will include a roadway segment capacity analysis of the PM peak hour for the existing, background, and buildout conditions. The capacity analysis will be based on the peak hour directional service volumes from the Broward MPO *2020 Level of Service Spreadsheet*. The intersection capacity analysis will be conducted for both the AM and PM peak hour for the existing, background, and buildout conditions. The analysis will be based on three-hour field counts, buildout traffic, *Synchro* software and the methods of *Highway Capacity Manual (HCM)*.

Projected Traffic

Projected roadway background traffic for the 2025 buildout year will be calculated using the growth rates derived from the *Florida Traffic Online* traffic counts or a minimum annual growth rate of 2%. Projected buildout traffic will be the sum of background traffic and new project trips. Projected intersection volumes will be calculated using the growth rates of the adjacent roadways.

Report

A TIA report will be prepared for submittal to the City of Dania Beach documenting the analysis, findings, and recommendations.

Appendix C
Broward County Traffic Counts

APPENDIX B: East / West Roadways Capacity and Level of Service Analysis 2020 & 2045

			2020					2020				2045					2045			
			Design	Daily Conditions				Peak Hour Conditions					Daily Conditions				Peak Hour Conditions			
ID	E/W Roadway	Segment	Code	AADT	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS	Code	Volume	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS
206	Sheridan St	E of US 1	422	27500	39800	0.69	C	2613	3580	0.73	C	422	24200	39800	0.61	C	2299	3580	0.64	C
1012	Stirling Rd	E of US 27	264	2200	13320	0.17	C	209	1197	0.17	C	264	7300	13320	0.55	D	694	1197	0.58	D
208	Stirling Rd	E of SW 160 Ave	474	5400	35820	0.15	C	513	3222	0.16	C	474	10700	35820	0.30	C	1017	3222	0.32	C
210	Stirling Rd	E of I-75	474	5400	35820	0.15	C	513	3222	0.16	C	474	11300	35820	0.32	C	1074	3222	0.33	C
212	Stirling Rd	E of SW 148 Ave	264	3700	13320	0.28	C	352	1197	0.29	C	264	9000	13320	0.68	D	855	1197	0.71	D
214	Stirling Rd	E of SW 136 Ave	264	3700	13320	0.28	C	352	1197	0.29	C	264	8300	13320	0.62	D	789	1197	0.66	D
216	Stirling Rd	E of Flamingo Rd	422	27500 e	37810 r	0.73	C	2613	3401 r	0.77	C	422	23500	37810 r	0.62	C	2233	3401 r	0.66	C
218	Stirling Rd	E of Hiatus Rd	422	19800	37810 r	0.52	C	1881	3401 r	0.55	C	422	23600	37810 r	0.62	C	2242	3401 r	0.66	C
220	Stirling Rd	E of Palm Ave	422	20400	37810 r	0.54	C	1938	3401 r	0.57	C	422	24800	37810 r	0.66	C	2356	3401 r	0.69	C
222	Stirling Rd	E of Douglas Rd	422	27000	37810 r	0.71	C	2565	3401 r	0.75	C	422	49200	37810 r	1.30	F	4674	3401 r	1.37	F
224	Stirling Rd	E of University Dr	622	33000	59900	0.55	C	3135	5390	0.58	C	622	43100	59900	0.72	C	4095	5390	0.76	C
226	Stirling Rd	E of Davie Rd	622	39500	59900	0.66	C	3753	5390	0.70	C	622	61800	59900	1.03	F	5871	5390	1.09	F
228	Stirling Rd	E of N 64 Ave	622	39000	59900	0.65	C	3705	5390	0.69	C	622	61700	59900	1.03	F	5862	5390	1.09	F
230	Stirling Rd	E of SR 7	622	31500	59900	0.53	C	2993	5390	0.56	C	622	54400	59900	0.91	C	5168	5390	0.96	C
232	Stirling Rd	E of Park Rd	622	42500	59900	0.71	C	4038	5390	0.75	C	622	54800	59900	0.91	C	5206	5390	0.97	C
234	Stirling Rd	E of I-95	622	32500	59900	0.54	C	3088	5390	0.57	C	622	45300	59900	0.76	C	4304	5390	0.80	C
236	Dania Bch Blvd	E of US 1	622	8900	59900	0.15	C	846	5390	0.16	C	422	41500	39800	1.04	F	3943	3580	1.10	F
238	Dania Bch Blvd	E of NE 2 Ave	622	8400	59900	0.14	C	798	5390	0.15	C	622	35000	59900	0.58	C	3325	5390	0.62	C
240	Dania Bch Blvd	E of Gulfstream Rd	422	8400 e	39800	0.21	C	798	3580	0.22	C	422	25500	39800	0.64	C	2423	3580	0.68	C
248	Old Griffin Rd	S of Griffin Rd	264	5100	13320	0.38	C	485	1197	0.40	C	264	12800	13320	0.96	D	1216	1197	1.02	E
250	Griffin Rd	E of US 27	222	6400	16815 r	0.38	C	608	1520 r	0.40	C	222	10500	16815 r	0.62	C	998	1520 r	0.66	C
252	Griffin Rd	E of SW 184 Ave	422	15200	37810 r	0.40	C	1444	3401 r	0.42	C	422	23100	37810 r	0.61	C	2195	3401 r	0.65	C
254	Griffin Rd	E of SW 172 Ave	422	22000	37810 r	0.58	C	2090	3401 r	0.61	C	422	30700	37810 r	0.81	C	2917	3401 r	0.86	C
256	Griffin Rd	E of SW 160 Ave	422	38500	37810 r	1.02	F	3658	3401 r	1.08	F	422	49700	37810 r	1.31	F	4722	3401 r	1.39	F
258	Griffin Rd	E of I-75	622	38500	56905 r	0.68	C	3658	5121 r	0.71	C	622	52400	56905 r	0.92	C	4978	5121 r	0.97	C
260	Griffin Rd	E of SW 148 Ave	422	27000	37810 r	0.71	C	2565	3401 r	0.75	C	622	40100	56905 r	0.70	C	3810	5121 r	0.74	C
262	Griffin Rd	E of SW 136 Ave	422	27000	37810 r	0.71	C	2565	3401 r	0.75	C	622	33000	56905 r	0.58	C	3135	5121 r	0.61	C
264	Griffin Rd	E of Flamingo Rd	622	30000	59900	0.50	C	2850	5390	0.53	C	622	39200	59900	0.65	C	3724	5390	0.69	C
266	Griffin Rd	E of 118 Ave	622	30000	59900	0.50	C	2850	5390	0.53	C	622	31700	59900	0.53	C	3012	5390	0.56	C
268	Griffin Rd	E of Hiatus Rd	622	30000	59900	0.50	C	2850	5390	0.53	C	622	34700	59900	0.58	C	3297	5390	0.61	C
270	Griffin Rd	E of SW 100 Ave	622	35500	59900	0.59	C	3373	5390	0.63	C	622	43100	59900	0.72	C	4095	5390	0.76	C
272	Griffin Rd	E of SW 90 Ave	622	35500	59900	0.59	C	3373	5390	0.63	C	622	44100	59900	0.74	C	4190	5390	0.78	C
274	Griffin Rd	E of Pine Island Rd	622	47000	59900	0.78	C	4465	5390	0.83	C	622	49200	59900	0.82	C	4674	5390	0.87	C
276	Griffin Rd	E of University Dr	622	24100	59900	0.40	C	2290	5390	0.42	C	622	34200	59900	0.57	C	3249	5390	0.60	C
278	Griffin Rd	E of 76 Ave	622	24100	59900	0.40	C	2290	5390	0.42	C	622	39600	59900	0.66	C	3762	5390	0.70	C
280	Griffin Rd	E of Davie Rd	622	35000	59900	0.58	C	3325	5390	0.62	C	622	46200	59900	0.77	C	4389	5390	0.81	C
282	Griffin Rd	E of Fla Turnpike	622	34500	59900	0.58	C	3278	5390	0.61	C	622	44800	59900	0.75	C	4256	5390	0.79	C
284	Griffin Rd	E of SR 7	622	36000	59900	0.60	C	3420	5390	0.63	C	622	44800	59900	0.75	C	4256	5390	0.79	C
286	Griffin Rd	E of I-95	622	18700	59900	0.31	C	1777	5390	0.33	C	622	61700	59900	1.03	F	5862	5390	1.09	F
1014	SW 42 St	E of SW 30 Ave	264	3100	13320	0.23	C	295	1197	0.25	C	264	6500	13320	0.49	C	618	1197	0.52	D

APPENDIX C: North / South Roadways Capacity and Level of Service Analysis 2020 & 2045

			2020								2020								2045					2045			
			Design Code	Daily Conditions				Peak Hour Conditions				Design Code	Daily Conditions				Peak Hour Conditions										
				AADT	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS		Volume	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS							
ID	N/S Roadway	Segment																									
589	NW 31 Ave	N of Sunrise Blvd	674	32000	53910	0.59	C	3040	4851	0.63	C	674	48200	53910	0.89	C	4579	4851	0.94	C							
591	NW 31 Ave	N of NW 19 St	674	32500	53910	0.60	C	3088	4851	0.64	C	674	37600	53910	0.70	C	3572	4851	0.74	C							
593	NW 31 Ave	N of Oakland Pk Blvd	674	24500	53910	0.45	C	2328	4851	0.48	C	674	35800	53910	0.66	C	3401	4851	0.70	C							
595	NW 31 Ave	N of Commercial Blvd	674	24500	53910	0.45	C	2328	4851	0.48	C	674	35800	53910	0.66	C	3401	4851	0.70	C							
597	NW 31 Ave	N of Prospect Rd	674	26500	53910	0.49	C	2518	4851	0.52	C	674	62700	53910	1.16	F	5957	4851	1.23	F							
599	Lyons Rd	N of Cypress Crk Rd	674	25000	53910	0.46	C	2375	4851	0.49	C	674	61600	53910	1.14	F	5852	4851	1.21	F							
601	Lyons Rd	N of McNab Rd	474	24000	35820	0.67	C	2280	3222	0.71	C	474	50500	35820	1.41	F	4798	3222	1.49	F							
1041	Lyons Rd	N of Atlantic Blvd	674	17200	53910	0.32	C	1634	4851	0.34	C	674	38500	53910	0.71	C	3658	4851	0.75	C							
603	Lyons Rd	N of NW 6 Mr	474	17200	35820	0.48	C	1634	3222	0.51	C	474	38500	35820	1.07	F	3658	3222	1.14	F							
605	Lyons Rd	N of Coconut Crk Pkwy	474	30000	35820	0.84	C	2850	3222	0.88	C	474	36000	35820	1.00	F	3420	3222	1.06	F							
607	Lyons Rd	N of Copans Rd	474	35500	35820	0.99	D	3373	3222	1.05	F	474	46100	35820	1.29	F	4380	3222	1.36	F							
609	Lyons Rd	N of Sample Rd	674	32500	53910	0.60	C	3088	4851	0.64	C	674	44400	53910	0.82	C	4218	4851	0.87	C							
611	Lyons Rd	N of Wiles Rd	674	32500	53910	0.60	C	3088	4851	0.64	C	674	63400	53910	1.18	F	6023	4851	1.24	F							
613	Lyons Rd	N of Sawgrass Xway	674	32500	53910	0.60	C	3088	4851	0.64	C	674	78800	53910	1.46	F	7486	4851	1.54	F							
615	Lyons Rd	N of Hillsboro Blvd	674	26500	53910	0.49	C	2518	4851	0.52	C	674	70000	53910	1.30	F	6650	4851	1.37	F							
617	Riverland Rd	E of SR 7	264	3900	13320	0.29	C	371	1197	0.31	C	264	21700	13320	1.63	F	2062	1197	1.72	F							
619	SW 27 Ave	N of Davie Blvd	474	14000	35820	0.39	C	1330	3222	0.41	C	474	45800	35820	1.28	F	4351	3222	1.35	F							
1087	NW 27 Ave	N of Sunrise Blvd	264	9000	13320	0.68	D	855	1197	0.71	D	264	13700	13320	1.03	E	1302	1197	1.09	F							
621	SW 30 Ave	N of Griffin Rd	264	9300	13320	0.70	D	884	1197	0.74	D	464	23000	29160	0.79	D	2185	2628	0.83	D							
1043	SW 30 Ave	N of SW 42 St	464	11200	29160	0.38	C	1064	2628	0.40	C	464	39300	29160	1.35	F	3734	2628	1.42	F							
623	SW 26 Terr	N of SW 32 St	264	5100	13320	0.38	C	485	1197	0.40	C	264	11600	13320	0.87	D	1102	1197	0.92	D							
625	Ravenswood Rd	N of Stirling Rd	264	14600	13320	1.10	F	1387	1197	1.16	F	464	46100	29160	1.58	F	4380	2628	1.67	F							
627	Ravenswood Rd	N of Griffin Rd	264	5000	13320	0.38	C	475	1197	0.40	C	464	18600	29160	0.64	D	1767	2628	0.67	D							
1053	Ravenswood Rd	N of NW 36 ST	264	5000	13320	0.38	C	475	1197	0.40	C	264	8600	13320	0.65	D	817	1197	0.68	D							
629	N 29 Ave	N of Sheridan St	464	6900	29160	0.24	C	656	2628	0.25	C	464	28300	29160	0.97	D	2689	2628	1.02	E							
631	NW 23 Ave	N of Sunrise Blvd	364	10100	13986	0.72	D	960	1257	0.76	D	364	16200	13986	1.16	F	1539	1257	1.22	F							
633	NW 21 Ave	N of NW 19 St	264	10100	13320	0.76	D	960	1197	0.80	D	264	18900	13320	1.42	F	1796	1197	1.50	F							
635	NW 21 Ave	N of Oakland Pk Blvd	264	16800	13320	1.26	F	1596	1197	1.33	F	464	34100	29160	1.17	F	3240	2628	1.23	F							
1089	NW 21 Ave	N of Commercial Blvd	264	2500	13320	0.19	C	238	1197	0.20	C	264	10700	13320	0.80	D	1017	1197	0.85	D							
637	NW 21/Oaks Dr	N of Cypress Crk Rd	264	5400	13320	0.41	C	513	1197	0.43	C	264	12400	13320	0.93	D	1178	1197	0.98	D							
639	NW 31 Ave_FTPK	N of Atlantic Blvd	422	14300	39800	0.36	C	1359	3580	0.38	C	422	21000	39800	0.53	C	1995	3580	0.56	C							
641	Blount Rd	N of Coconut Crk Pkwy	264	6500	13320	0.49	C	618	1197	0.52	D	474	16900	35820	0.47	C	1606	3222	0.50	C							
643	Blount Rd	N of Copans Rd	464	8300	29160	0.28	C	789	2628	0.30	C	464	10500	29160	0.36	C	998	2628	0.38	C							
647	NW 15 Ave	N of Sunrise Blvd	264	8600	13320	0.65	D	817	1197	0.68	D	264	12300	13320	0.92	D	1169	1197	0.98	D							
1153	NW 12 Ave	N of Commercial Blvd	464	4200	29160	0.14	C	399	2628	0.15	C	464	2800	29160	0.10	C	266	2628	0.10	C							
1091	NW 27 Ave	N of Atlantic Blvd	264	9600	13320	0.72	D	912	1197	0.76	D	264	14000	13320	1.05	E	1330	1197	1.11	F							
1095	Bryan Rd	N of Stirling Rd	264	6400	13320	0.48	C	608	1197	0.51	D	264	9000	13320	0.68	D	855	1197	0.71	D							
651	SW 9 Ave	N of SR 84	264	4200	13320	0.32	C	399	1197	0.33	C	264	8900	13320	0.67	D	846	1197	0.71	D							
653	NW 9 Ave	N of Broward Blvd	264	3400	13320	0.26	C	323	1197	0.27	C	264	11500	13320	0.86	D	1093	1197	0.91	D							
655	NW 9 Ave	N of NW 6 St	264	6800	13320	0.51	D	646	1197	0.54	D	264	12800	13320	0.96	D	1216	1197	1.02	E							

Appendix D
Growth Rate Trends

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 7319 - OLD GRIFFIN RD, W OF US 1

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR	
----	-----		-----		-----	-----	-----	-----	
2023	12000	C	E	6100	W	5900	9.00	57.90	3.00
2022	5000	S	E	2800	W	2200	9.00	57.00	5.40
2021	5000	F	E	2800	W	2200	9.00	53.80	14.30
2020	5000	C	E	2800	W	2200	9.00	53.90	8.80
2019	13700	R	E	6700	W	7000	9.00	54.60	5.50
2018	13700	T	E	6700	W	7000	9.00	54.50	6.00
2017	13700	S	E	6700	W	7000	9.00	51.90	6.20
2016	13700	F	E	6700	W	7000	9.00	54.10	2.90
2015	13500	C	E	6600	W	6900	9.00	54.00	3.40
2014	5200	X					9.00	54.20	7.40
2013	5200	X		0		0	9.00	53.60	7.60
2012	5200	T		0		0	9.00	52.20	5.90
2011	5200	S		0		0	9.00	52.50	6.30
2010	5200	F		0		0	8.35	52.69	9.30
2009	5200	C	E	0	W	0	8.53	53.89	5.30
2008	5100	C	E	0	W	0	8.81	54.16	6.50

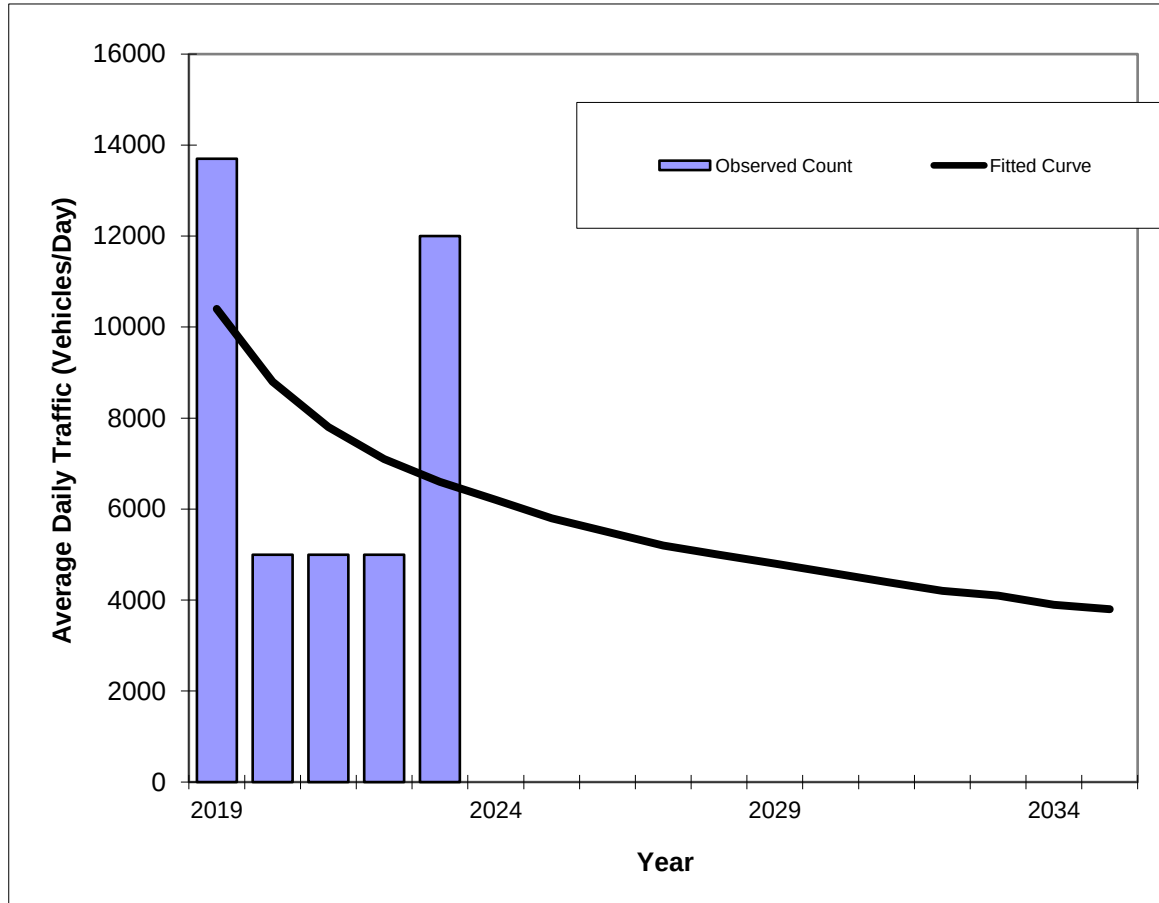
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a **OLD GRIFFIN ROAD -- Griffin Road to US 1**

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	OLD GRIFFIN ROAD



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	13700	10400
2020	5000	8800
2021	5000	7800
2022	5000	7100
2023	12000	6600
2025 Opening Year Trend		
2025	N/A	5800
2026 Mid-Year Trend		
2026	N/A	5500
2027 Design Year Trend		
2027	N/A	5200
TRANPLAN Forecasts/Trends		

Trend R-squared:	11.65%
Compounded Annual Historic Growth Rate:	-10.75%
Compounded Growth Rate (2023 to Design Year):	-5.79%
Printed:	2-Apr-25
Decaying Exponential Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 0074 - SR 818 / GRIFFIN RD - E OF SR 7/441

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	31000	C	E 15500		W 15500	9.00	57.90	4.80
2022	38000	C	E 19000		W 19000	9.00	57.00	4.80
2021	31000	C	E 15500		W 15500	9.00	53.80	5.10
2020	36000	F	E 18500		W 17500	9.00	53.90	5.10
2019	38000	C	E 19500		W 18500	9.00	54.60	5.10
2018	36000	C	E 18000		W 18000	9.00	54.50	5.50
2017	35000	C	E 17000		W 18000	9.00	51.90	5.50
2016	35500	C	E 18000		W 17500	9.00	54.10	5.50
2015	31500	C	E 16000		W 15500	9.00	54.00	4.80
2014	31500	C	E 16000		W 15500	9.00	54.20	4.80
2013	29000	C	E 15000		W 14000	9.00	53.60	4.80
2012	30000	C	E 15000		W 15000	9.00	52.20	4.80
2011	31500	C	E 14500		W 17000	9.00	52.50	4.80
2010	26500	C	E 12500		W 14000	8.35	52.69	4.80
2009	31500	C	E 16000		W 15500	8.53	53.89	4.60
2008	37500	C	E 19000		W 18500	8.81	54.16	4.60

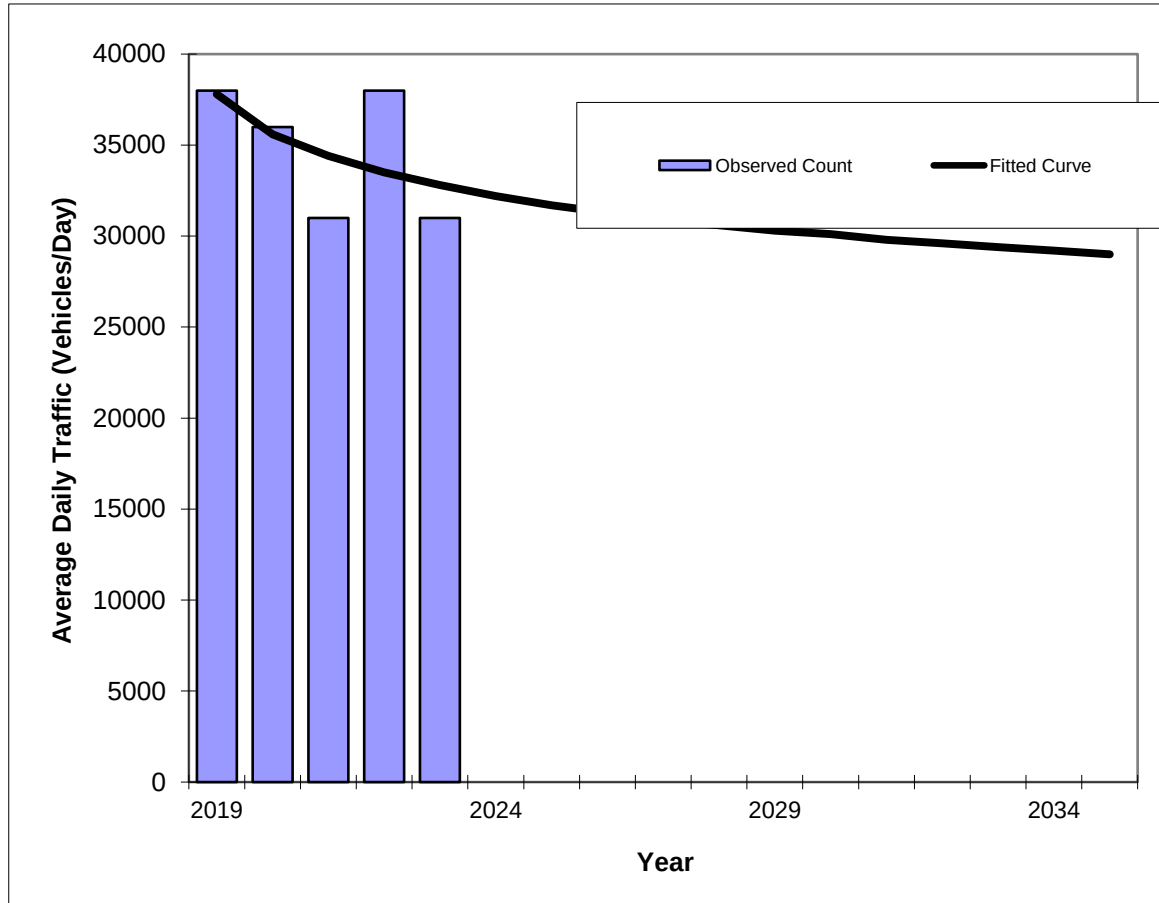
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

GRIFFIN ROAD -- US 441 to 30th Ave

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	GRIFFIN ROAD



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	38000	37800
2020	36000	35600
2021	31000	34400
2022	38000	33500
2023	31000	32800
2025 Opening Year Trend		
2025	N/A	31700
2026 Mid-Year Trend		
2026	N/A	31300
2027 Design Year Trend		
2027	N/A	30900
TRANPLAN Forecasts/Trends		

Trend R-squared:	30.74%
Compounded Annual Historic Growth Rate:	-3.48%
Compounded Growth Rate (2023 to Design Year):	-1.48%
Printed:	2-Apr-25
Decaying Exponential Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 0076 - SR 818 / GRIFFIN RD - W OF SR 9/I 95

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	37500	C	E 18500		W 19000	9.00	57.90	4.40
2022	38000	C	E 20000		W 18000	9.00	57.00	6.40
2021	30000	C	E 15500		W 14500	9.00	53.80	6.00
2020	37000	C	E 18500		W 18500	9.00	53.90	5.10
2019	38000	C	E 19500		W 18500	9.00	54.60	3.90
2018	35000	C	E 18000		W 17000	9.00	54.50	5.70
2017	37000	C	E 18000		W 19000	9.00	51.90	4.50
2016	34000	C	E 17000		W 17000	9.00	54.10	5.70
2015	32000	C	E 16000		W 16000	9.00	54.00	5.80
2014	32000	C	E 16000		W 16000	9.00	54.20	7.60
2013	32000	C	E 16000		W 16000	9.00	53.60	6.50
2012	33500	C	E 17000		W 16500	9.00	52.20	6.00
2011	31500	C	E 15000		W 16500	9.00	52.50	5.00
2010	28500	C	E 14000		W 14500	8.35	52.69	5.00
2009	30500	C	E 15000		W 15500	8.53	53.89	5.10
2008	33500	C	E 17500		W 16000	8.81	54.16	4.70

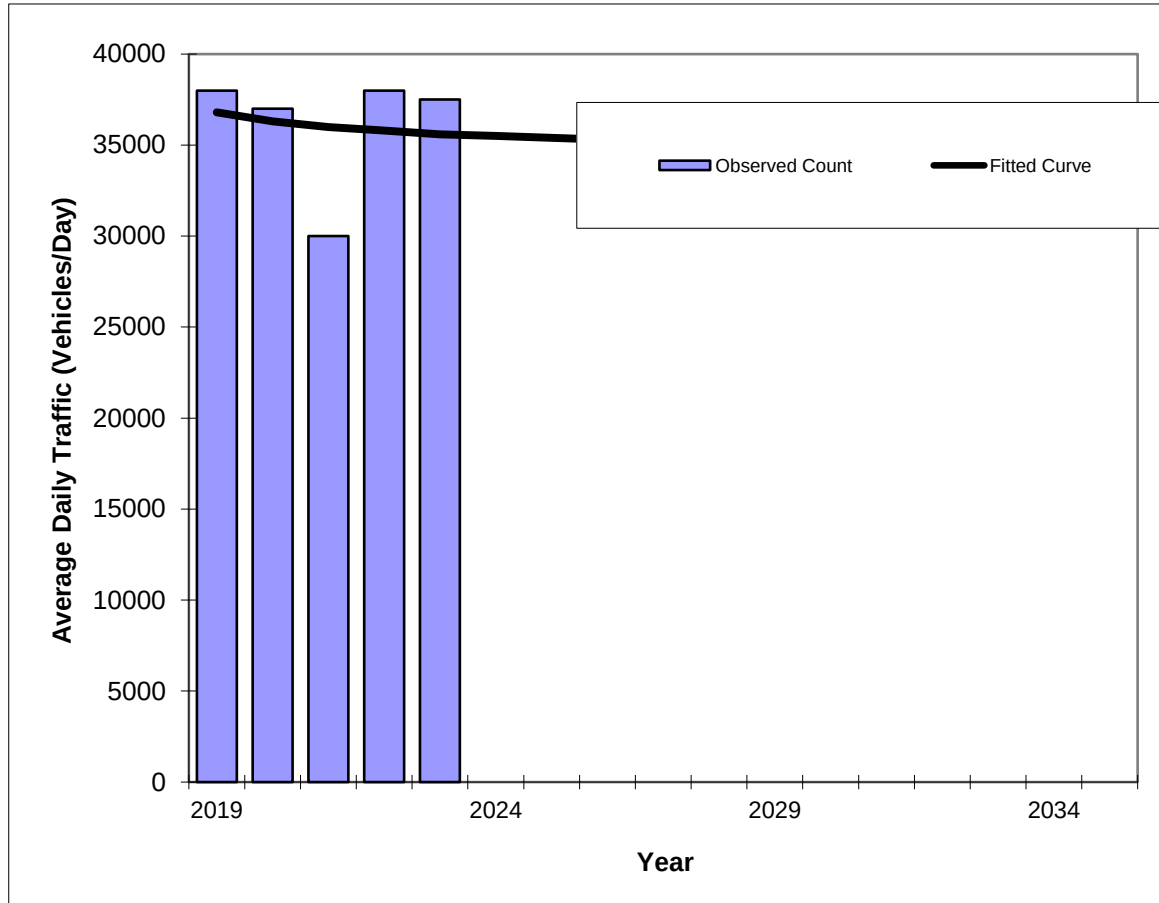
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

GRIFFIN ROAD -- 30th Ave to I-95

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	GRIFFIN ROAD



Traffic (ADT/AADT)		
Year	Count*	Trend**
2019	38000	36800
2020	37000	36300
2021	30000	36000
2022	38000	35800
2023	37500	35600
2025 Opening Year Trend		
2025	N/A	35400
2026 Mid-Year Trend		
2026	N/A	35300
2027 Design Year Trend		
2027	N/A	35200
TRANPLAN Forecasts/Trends		

Trend R-squared:	1.86%
Compounded Annual Historic Growth Rate:	-0.83%
Compounded Growth Rate (2023 to Design Year):	-0.28%
Printed:	2-Apr-25
Decaying Exponential Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 5299 - SR 818 / GRIFFIN RD - W OF US 1

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	27000	C	E 13000		W 14000	9.00	57.90	4.40
2022	23000	C	E 11000		W 12000	9.00	57.00	4.80
2021	20900	C	E 11500		W 9400	9.00	53.80	4.80
2020	18700	C	E 9600		W 9100	9.00	53.90	4.80
2019	19800	C	E 9800		W 10000	9.00	54.60	5.40
2018	19800	C	E 10500		W 9300	9.00	54.50	5.40
2017	21000	C	E 10500		W 10500	9.00	51.90	5.40
2016	18500	C	E 9800		W 8700	9.00	54.10	16.00
2015	16100	C	E 7800		W 8300	9.00	54.00	16.00
2014	14900	C	E 6900		W 8000	9.00	54.20	16.00
2013	15100	C	E 8300		W 6800	9.00	53.60	6.50
2012	16800	C	E 8800		W 8000	9.00	52.20	6.00
2011	17900	C	E 9200		W 8700	9.00	52.50	5.00
2010	17400	C	E 8300		W 9100	8.35	52.69	5.00
2009	17700	C	E 8800		W 8900	8.53	53.89	5.10
2008	17600	C	E 8700		W 8900	8.81	54.16	4.60

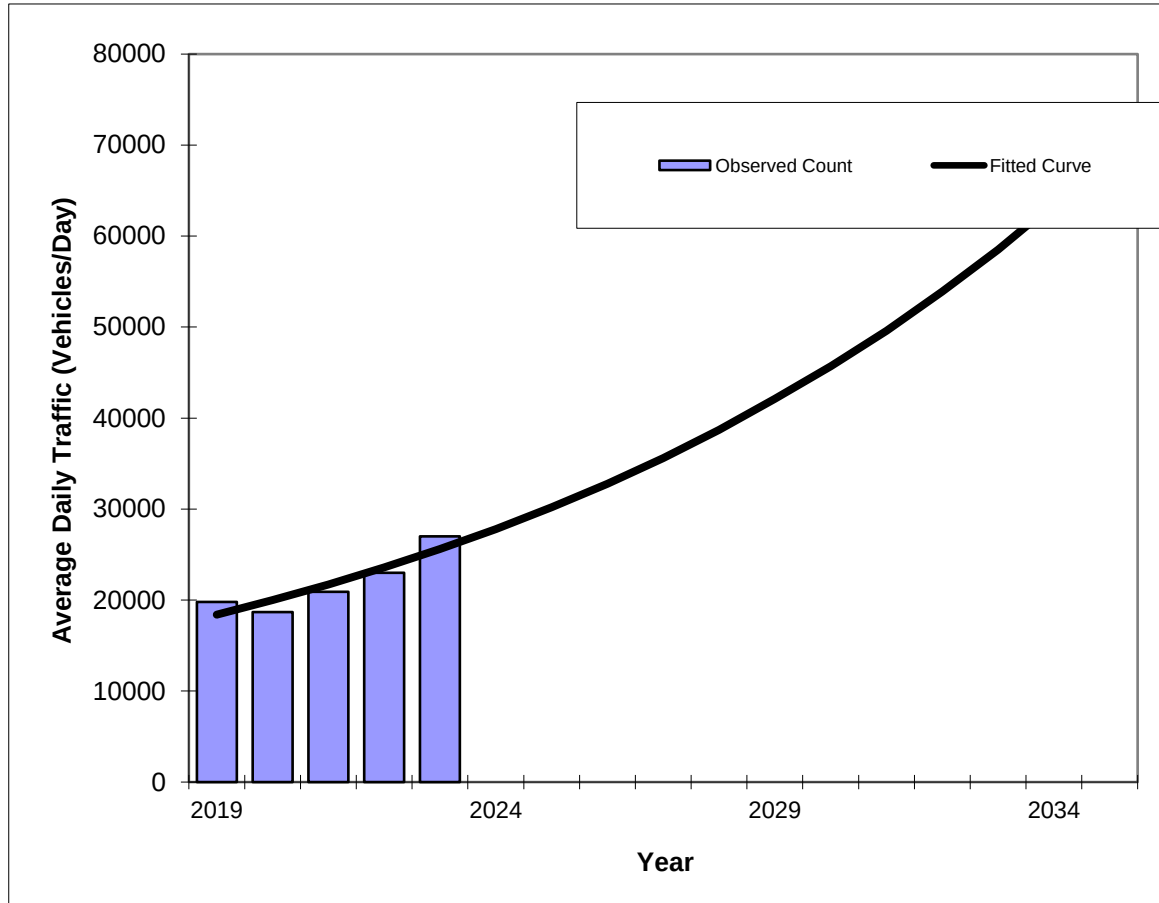
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

GRIFFIN ROAD -- I-95 to US 1

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	GRIFFIN ROAD



Trend R-squared:	82.37%
Compounded Annual Historic Growth Rate:	8.61%
Compounded Growth Rate (2023 to Design Year):	8.59%
Printed:	2-Apr-25
Exponential Growth Option	

Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	19800	18400
2020	18700	20000
2021	20900	21700
2022	23000	23600
2023	27000	25600
2025 Opening Year Trend		
2025	N/A	30200
2026 Mid-Year Trend		
2026	N/A	32800
2027 Design Year Trend		
2027	N/A	35600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 9620 - SW 42 ST, E OF SW 30 AVE

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	8000 C	E	4200	W	3800	9.00	57.90	3.00
2022	3100 S	E	1500	W	1600	9.00	57.00	5.40
2021	3100 F	E	1500	W	1600	9.00	53.80	14.30
2020	3100 C	E	1500	W	1600	9.00	53.90	8.80
2019	9200 T	E	4400	W	4800	9.00	54.60	5.50
2018	9200 S	E	4400	W	4800	9.00	54.50	6.00
2017	9200 F	E	4400	W	4800	9.00	51.90	6.20
2016	9200 C	E	4400	W	4800	9.00	54.10	2.90
2015	3700 V		0		0	9.00	54.00	3.40
2014	3600 R					9.00	54.20	7.40
2013	3600 T		0		0	9.00	53.60	7.60
2012	3600 S		0		0	9.00	52.20	5.90
2011	3600 F		0		0	9.00	52.50	6.30
2010	3600 C	E	1800	W	1800	8.35	52.69	9.30
2009	4800 F	E	2800	W	2000	8.53	53.89	5.30
2008	5000 C	E	2900	W	2100	8.81	54.16	6.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

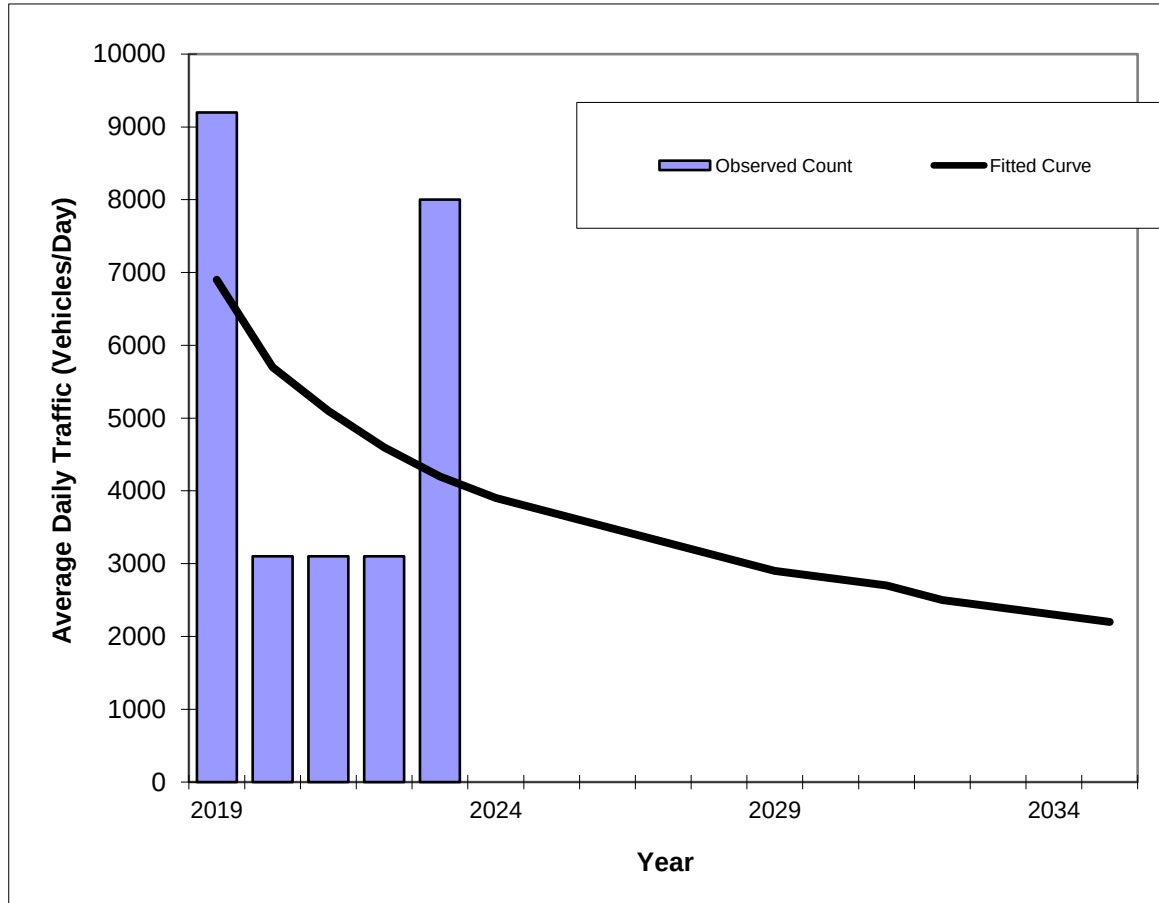
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

42ND ST -- 30th Ave to Ravenswood Rd

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	42ND ST



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	9200	6900
2020	3100	5700
2021	3100	5100
2022	3100	4600
2023	8000	4200
2025 Opening Year Trend		
2025	N/A	3700
2026 Mid-Year Trend		
2026	N/A	3500
2027 Design Year Trend		
2027	N/A	3300
TRANPLAN Forecasts/Trends		

Trend R-squared:	11.71%
Compounded Annual Historic Growth Rate:	-11.67%
Compounded Growth Rate (2023 to Design Year):	-5.85%
Printed:	2-Apr-25
Decaying Exponential Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 9211 - SW 30 AVE., S OF SR 84

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	19900	C	N 9900		S 10000	9.00	57.90	3.00
2022	11000	S	N 5700		S 5300	9.00	57.00	5.40
2021	11200	F	N 5800		S 5400	9.00	53.80	14.30
2020	11200	C	N 5800		S 5400	9.00	53.90	8.80
2019	13000	R	N 6500		S 6500	9.00	54.60	5.50
2018	13000	T	N 6500		S 6500	9.00	54.50	6.00
2017	13000	S	N 6500		S 6500	9.00	51.90	6.20
2016	13000	F	N 6500		S 6500	9.00	54.10	2.90
2015	12800	C	N 6400		S 6400	9.00	54.00	3.40
2014	7900	T	N 4000		S 3900	9.00	54.20	7.40
2013	7900	S	N 4000		S 3900	9.00	53.60	7.60
2012	7900	F	N 4000		S 3900	9.00	52.20	5.90
2011	7900	C	N 4000		S 3900	9.00	52.50	6.30
2010	9800	F	N 5100		S 4700	8.35	52.69	9.30
2009	9800	C	N 5100		S 4700	8.53	53.89	5.30
2008	12100	C	N 6100		S 6000	8.81	54.16	6.50

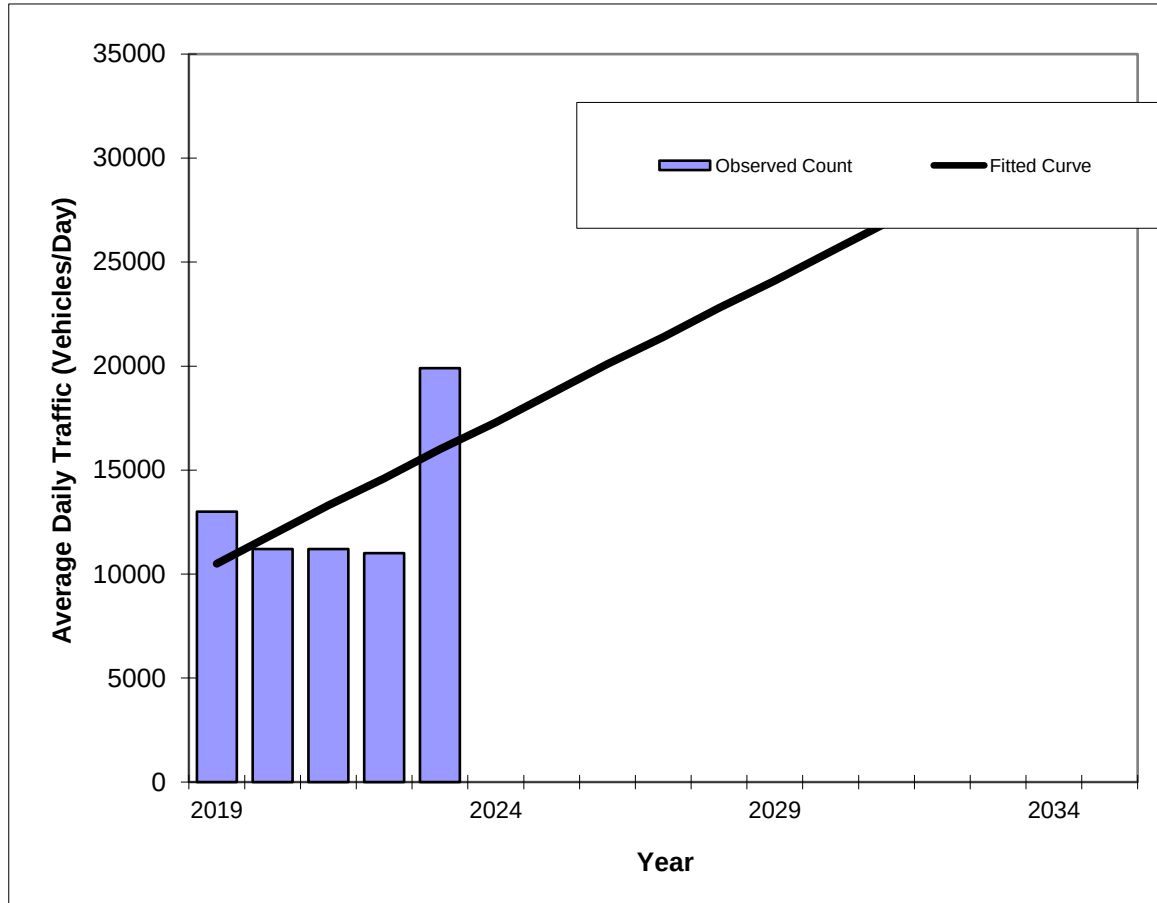
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

30th Ave -- SR 84 to 42nd St

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	30th Ave



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	13000	10500
2020	11200	11900
2021	11200	13300
2022	11000	14600
2023	19900	16000
2025 Opening Year Trend		
2025	N/A	18700
2026 Mid-Year Trend		
2026	N/A	20100
2027 Design Year Trend		
2027	N/A	21400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	1,360
Trend R-squared:	32.03%
Trend Annual Historic Growth Rate:	13.10%
Trend Growth Rate (2023 to Design Year):	8.44%
Printed:	2-Apr-25
Straight Line Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 9307 - SW 30 AVENUE, N OF GRIFFIN ROAD

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR	
----	-----		-----		-----	-----	-----	-----	
2023	16600	C	N	9000	S	7600	9.00	57.90	3.00
2022	9300	S	N	4700	S	4600	9.00	57.00	5.40
2021	9300	F	N	4700	S	4600	9.00	53.80	14.30
2020	9300	C	N	4700	S	4600	9.00	53.90	8.80
2019	19000	T	N	9400	S	9600	9.00	54.60	5.50
2018	19000	S	N	9400	S	9600	9.00	54.50	6.00
2017	19000	F	N	9400	S	9600	9.00	51.90	6.20
2016	19000	C	N	9400	S	9600	9.00	54.10	2.90
2015	7600	V		0		0	9.00	54.00	3.40
2014	7500	R					9.00	54.20	7.40
2013	7400	T		0		0	9.00	53.60	7.60
2012	7400	S		0		0	9.00	52.20	5.90
2011	7400	F		0		0	9.00	52.50	6.30
2010	7400	C	N	3800	S	3600	8.35	52.69	9.30
2009	9000	F	N	4700	S	4300	8.53	53.89	5.30
2008	9200	C	N	4800	S	4400	8.81	54.16	6.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

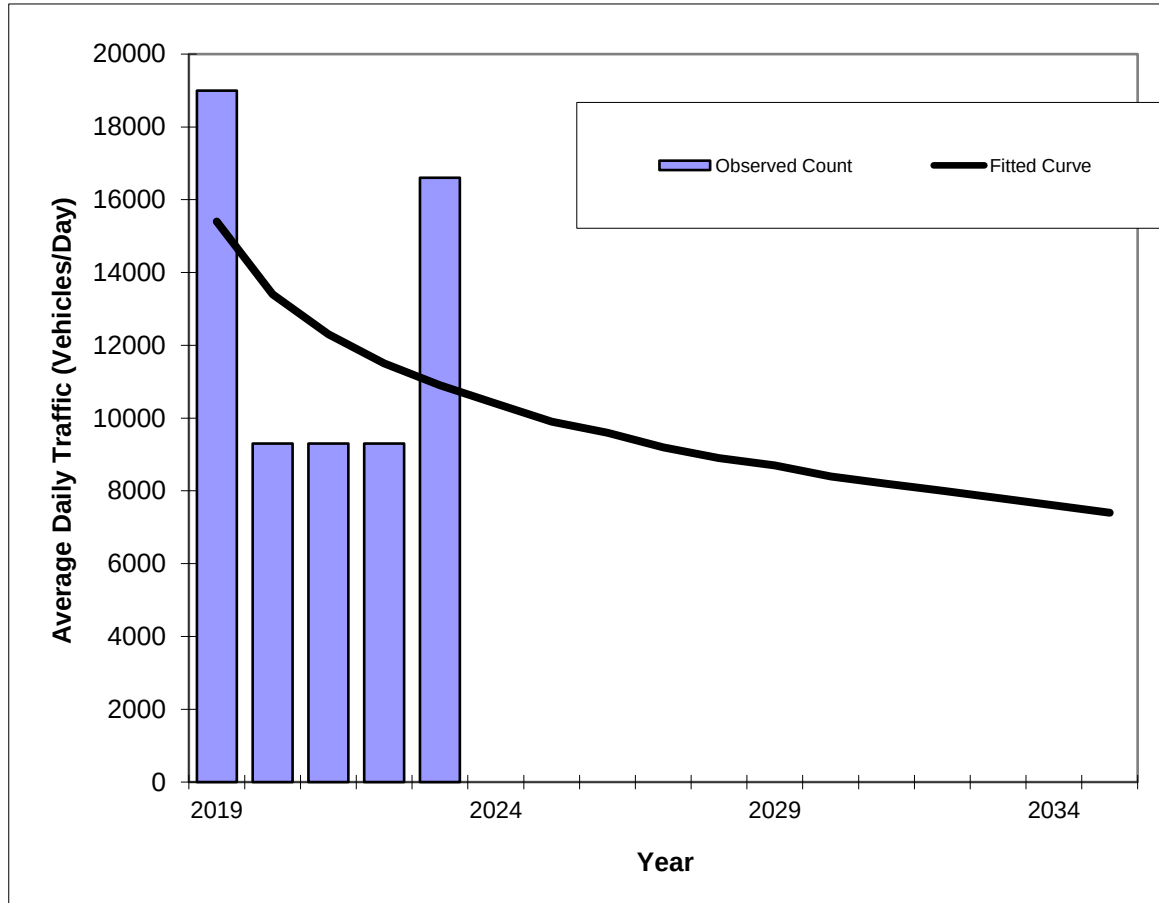
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

30th Ave -- 42nd St to Griffin Rd

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	30th Ave



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	19000	15400
2020	9300	13400
2021	9300	12300
2022	9300	11500
2023	16600	10900
2025 Opening Year Trend		
2025	N/A	9900
2026 Mid-Year Trend		
2026	N/A	9600
2027 Design Year Trend		
2027	N/A	9200
TRANPLAN Forecasts/Trends		

Trend R-squared:	14.17%
Compounded Annual Historic Growth Rate:	-8.28%
Compounded Growth Rate (2023 to Design Year):	-4.15%
Printed:	2-Apr-25
Decaying Exponential Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 7048 - RAVENSWOOD RD, S OF SR 84

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2023	2300 T	N 800	S 1500	9.00	57.90	3.00
2022	2150 S	N 750	S 1400	9.00	57.00	5.40
2021	2150 F	N 750	S 1400	9.00	53.80	14.30
2020	2150 C	N 750	S 1400	9.00	53.90	8.80
2019	13500 T	N 7300	S 6200	9.00	54.60	5.50
2018	13500 S	N 7300	S 6200	9.00	54.50	6.00
2017	13500 F	N 7300	S 6200	9.00	51.90	6.20
2016	13500 C	N 7300	S 6200	9.00	54.10	2.90
2015	1800 V	0	0	9.00	54.00	3.40
2014	1800 R			9.00	54.20	7.40
2013	1800 T	0	0	9.00	53.60	7.60
2012	1800 S	0	0	9.00	52.20	5.90
2011	1800 F	0	0	9.00	52.50	6.30
2010	1800 C	N 0	S 0	8.35	52.69	9.30
2009	2000 F	0	0	8.53	53.89	5.30
2008	2100 C	N 0	S 0	8.81	54.16	6.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

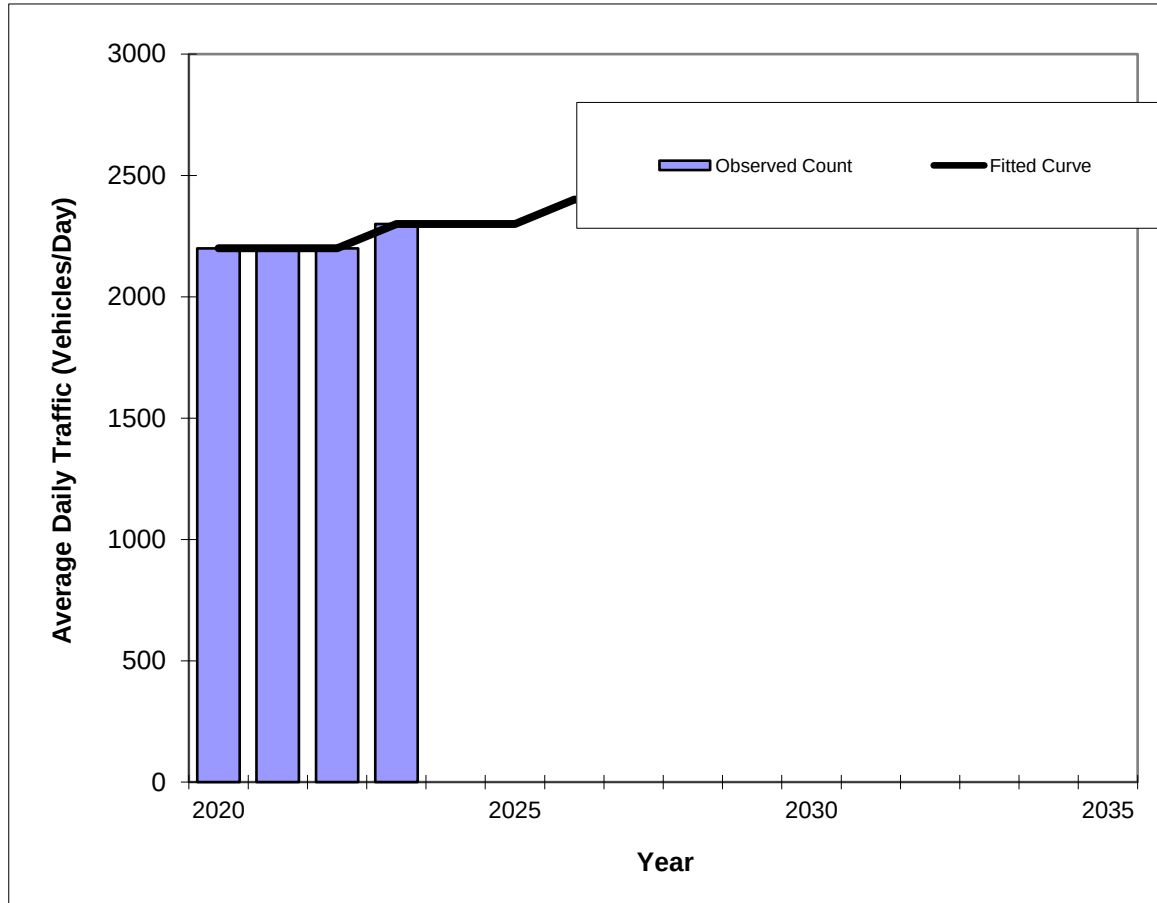
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

RAVENSWOOD RD -- SR 84 to 36th St

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	RAVENSWOOD RD



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2020	2200	2200
2021	2200	2200
2022	2200	2200
2023	2300	2300

2025 Opening Year Trend		
2025	N/A	2300
2026 Mid-Year Trend		
2026	N/A	2400
2027 Design Year Trend		
2027	N/A	2400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	30
Trend R-squared:	60.00%
Trend Annual Historic Growth Rate:	1.52%
Trend Growth Rate (2023 to Design Year):	1.09%
Printed:	3-Apr-25
Straight Line Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 8124 - RAVENSWOOD ROAD, S OF GRIFFIN ROAD (SIS)

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	17800	C	N 8600		S 9200	9.00	57.90	4.20
2022	16500	C	N 9100		S 7400	9.00	57.00	3.90
2021	15900	C	N 7700		S 8200	9.00	53.80	3.30
2020	14600	C	N 7900		S 6700	9.00	53.90	4.60
2019	17600	F	N 9100		S 8500	9.00	54.60	4.30
2018	17600	C	N 9100		S 8500	9.00	54.50	4.30
2017	19200	C	N 9300		S 9900	9.00	51.90	3.80
2016	18800	C	N 9600		S 9200	9.00	54.10	10.60
2015	18200	C	N 9300		S 8900	9.00	54.00	3.60
2014	17700	C	N 8500		S 9200	9.00	54.20	7.80
2013	16800	C	N 8400		S 8400	9.00	53.60	8.30
2012	15100	C	N 7400		S 7700	9.00	52.20	4.30
2011	14700	C	N 7500		S 7200	9.00	52.50	9.50
2010	14600	C	N 7600		S 7000	8.35	52.69	9.50
2009	13300	C	N 6700		S 6600	8.53	53.89	4.50
2008	10200	C	N 5100		S 5100	8.81	54.16	10.60

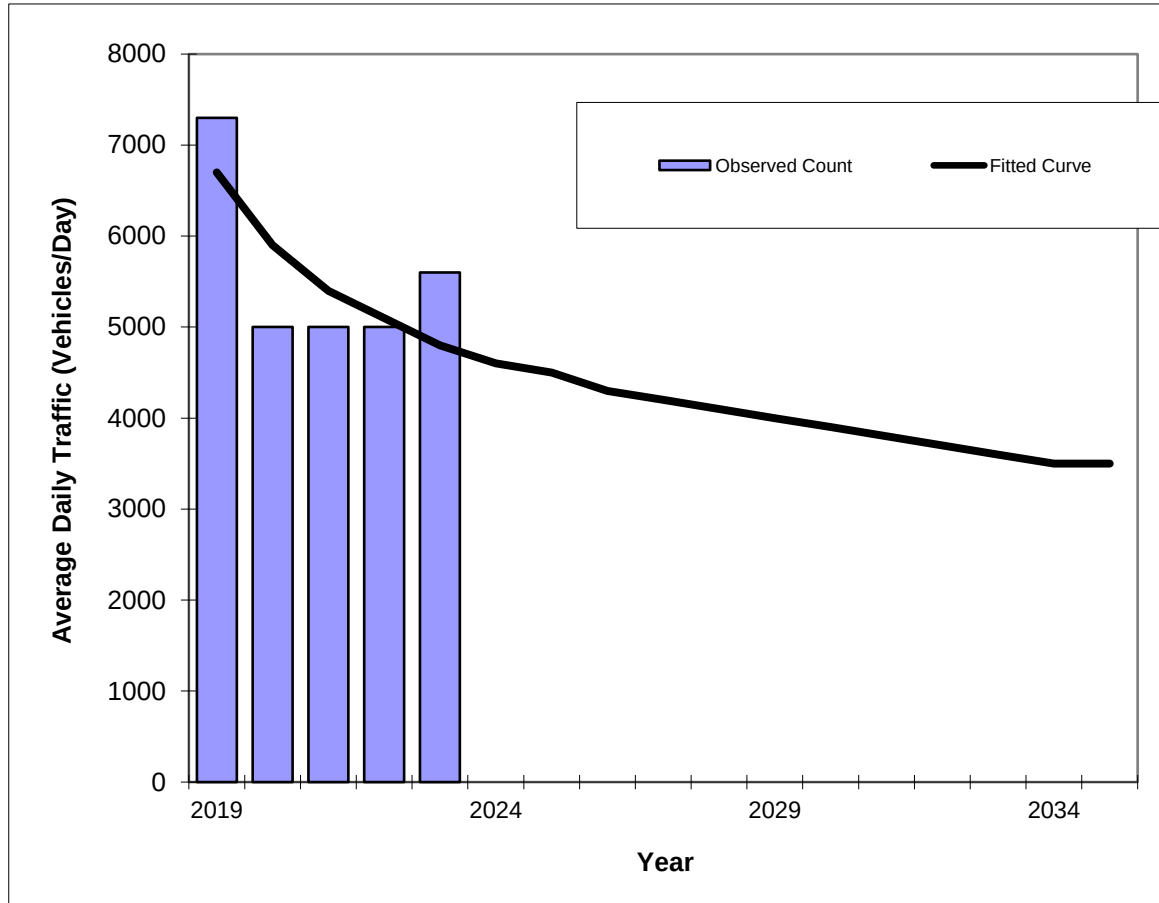
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

RAVENSWOOD RD -- 36th St to Griffin Rd

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	RAVENSWOOD RD



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	7300	6700
2020	5000	5900
2021	5000	5400
2022	5000	5100
2023	5600	4800
2025 Opening Year Trend		
2025	N/A	4500
2026 Mid-Year Trend		
2026	N/A	4300
2027 Design Year Trend		
2027	N/A	4200
TRANPLAN Forecasts/Trends		

Trend R-squared:	51.17%
Compounded Annual Historic Growth Rate:	-8.00%
Compounded Growth Rate (2023 to Design Year):	-3.28%
Printed:	3-Apr-25
Decaying Exponential Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 9389 - RAVENSWOOD ROAD, N OF SW 42 STREET

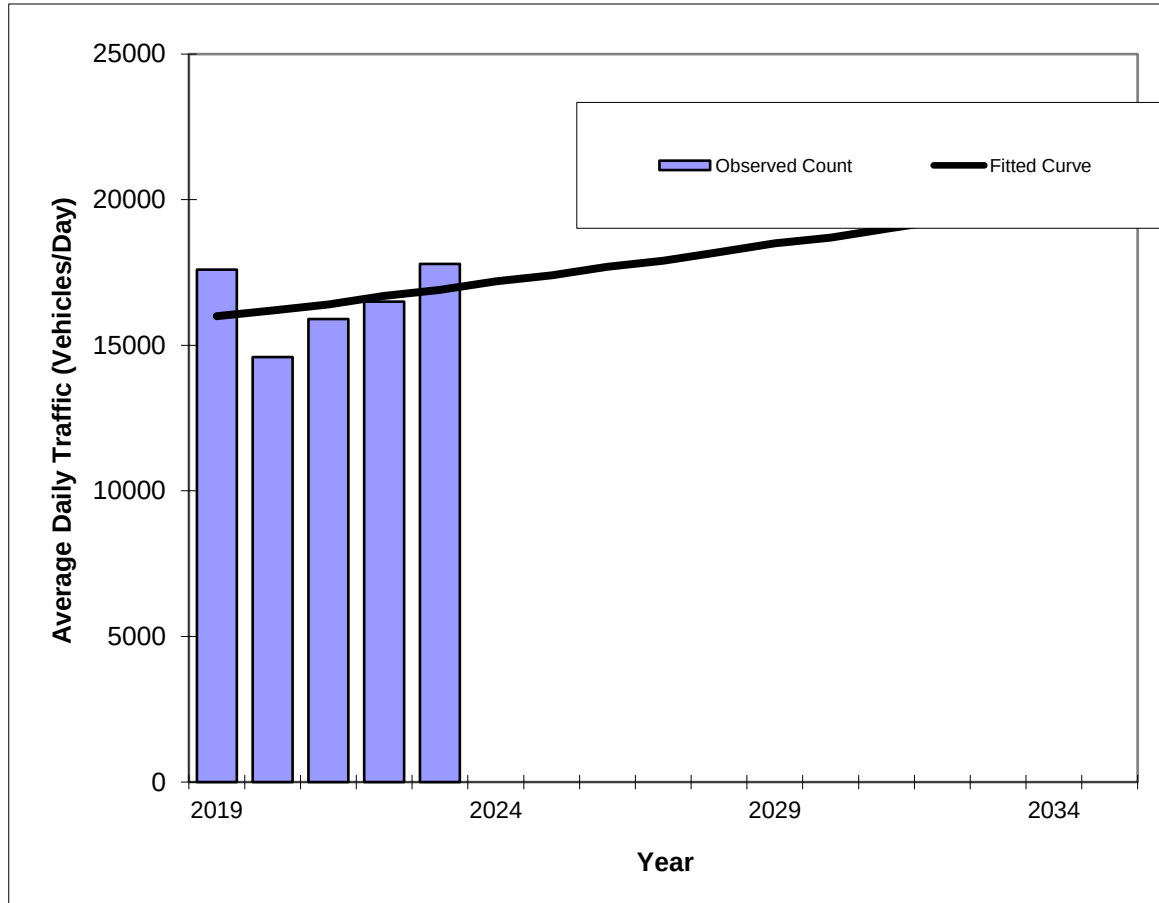
YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2023	5600 C	N	2900	S	2700	9.00	57.90	3.00
2022	5000 S	N	2400	S	2600	9.00	57.00	5.40
2021	5000 F	N	2400	S	2600	9.00	53.80	14.30
2020	5000 C	N	2400	S	2600	9.00	53.90	8.80
2019	7300 R	N	3700	S	3600	9.00	54.60	5.50
2018	7300 T	N	3700	S	3600	9.00	54.50	6.00
2017	7300 S	N	3700	S	3600	9.00	51.90	6.20
2016	7300 F	N	3700	S	3600	9.00	54.10	2.90
2015	7300 C	N	3700	S	3600	9.00	54.00	3.40
2014	7000 X					9.00	54.20	7.40
2013	6900 X		0		0	9.00	53.60	7.60
2012	6900 T		0		0	9.00	52.20	5.90
2011	6900 S		0		0	9.00	52.50	6.30
2010	6900 F		0		0	8.35	52.69	9.30
2009	6900 C	N	0	S	0	8.53	53.89	5.30
2008	5200 C	N	0	S	0	8.81	54.16	6.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a **RAVENSWOOD RD -- Griffin Rd to Stirling Rd**

FIN#	21100
Location	1

County:	Broward (86)
Station #:	0
Highway:	RAVENSWOOD RD



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	17600	16000
2020	14600	16200
2021	15900	16400
2022	16500	16700
2023	17800	16900
2025 Opening Year Trend		
2025	N/A	17400
2026 Mid-Year Trend		
2026	N/A	17700
2027 Design Year Trend		
2027	N/A	17900
TRANPLAN Forecasts/Trends		

Trend R-squared:	8.02%
Compounded Annual Historic Growth Rate:	1.38%
Compounded Growth Rate (2023 to Design Year):	1.45%
Printed:	3-Apr-25
Exponential Growth Option	

*Axle-Adjusted

Appendix E
Traffic Movement Counts & Seasonal Factor

DE TRAFFIC
detrtraffic.com
(386)341-4186
SW 30th Ave at Griffin Rd
Broward County, FL

File Name : 01 SW 30 at Griffin
Site Code : 00000001
Start Date : 4/1/2025
Page No : 1

Groups Printed- Automobiles - Commercial

	SW 30th Ave Southbound				Griffin Rd Westbound				N/A Northbound				Griffin Rd Eastbound					
Start Time	Left	Thru	Right	App. Total	Uturn	Thru	Right	App. Total	Left	Thru	Right	App. Total	Uturn	Left	Thru	Right	App. Total	Int. Total
07:00 AM	20	0	37	57	0	142	44	186	0	0	0	0	0	126	243	0	369	612
07:15 AM	27	0	45	72	0	158	52	210	0	0	0	0	1	143	335	0	479	761
07:30 AM	20	0	54	74	1	165	66	232	0	0	0	0	0	175	349	0	524	830
07:45 AM	25	0	44	69	0	173	43	216	0	0	0	0	1	203	360	0	564	849
Total	92	0	180	272	1	638	205	844	0	0	0	0	2	647	1287	0	1936	3052
08:00 AM	29	0	63	92	2	208	55	265	0	0	0	0	2	195	359	0	556	913
08:15 AM	27	0	67	94	0	207	55	262	0	0	0	0	0	184	349	0	533	889
08:30 AM	29	0	50	79	1	185	50	236	0	0	0	0	1	177	309	0	487	802
08:45 AM	21	0	55	76	0	259	54	313	0	0	0	0	2	154	307	0	463	852
Total	106	0	235	341	3	859	214	1076	0	0	0	0	5	710	1324	0	2039	3456
09:00 AM	25	0	37	62	1	207	45	253	0	0	0	0	0	134	311	0	445	760
09:15 AM	27	0	44	71	0	185	55	240	0	0	0	0	1	116	283	0	400	711
09:30 AM	20	0	36	56	1	225	44	270	0	0	0	0	1	102	285	0	388	714
09:45 AM	15	0	26	41	2	219	37	258	0	0	0	0	0	97	257	0	354	653
Total	87	0	143	230	4	836	181	1021	0	0	0	0	2	449	1136	0	1587	2838
04:00 PM	47	0	196	243	0	325	44	369	0	0	0	0	0	68	228	0	296	908
04:15 PM	44	0	162	206	0	384	29	413	0	0	0	0	0	57	239	0	296	915
04:30 PM	59	0	203	262	0	432	37	469	0	0	0	0	1	75	250	0	326	1057
04:45 PM	68	0	233	301	1	387	36	424	0	0	0	0	0	78	266	0	344	1069
Total	218	0	794	1012	1	1528	146	1675	0	0	0	0	1	278	983	0	1262	3949
05:00 PM	58	0	231	289	0	506	28	534	0	0	0	0	2	106	256	0	364	1187
05:15 PM	54	0	220	274	3	508	29	540	0	0	0	0	1	104	256	0	361	1175
05:30 PM	44	0	200	244	0	525	26	551	0	0	0	0	1	106	262	0	369	1164
05:45 PM	52	0	181	233	1	488	28	517	0	0	0	0	0	79	184	0	263	1013
Total	208	0	832	1040	4	2027	111	2142	0	0	0	0	4	395	958	0	1357	4539
06:00 PM	44	0	171	215	0	407	27	434	0	0	0	0	1	94	221	0	316	965
06:15 PM	40	0	127	167	2	350	26	378	0	0	0	0	0	88	209	0	297	842
06:30 PM	43	0	118	161	1	358	35	394	0	0	0	0	1	92	202	0	295	850
06:45 PM	37	0	128	165	0	333	27	360	0	0	0	0	0	85	186	0	271	796
Total	164	0	544	708	3	1448	115	1566	0	0	0	0	2	359	818	0	1179	3453
Grand Total	875	0	2728	3603	16	7336	972	8324	0	0	0	0	16	2838	6506	0	9360	21287
Apprch %	24.3	0	75.7		0.2	88.1	11.7		0	0	0		0.2	30.3	69.5	0		
Total %	4.1	0	12.8	16.9	0.1	34.5	4.6	39.1	0	0	0	0	0.1	13.3	30.6	0	44	
Automobiles	853	0	2657	3510	16	7130	915	8061	0	0	0	0	16	2763	6326	0	9105	20676
% Automobiles	97.5	0	97.4	97.4	100	97.2	94.1	96.8	0	0	0	0	100	97.4	97.2	0	97.3	97.1

DE TRAFFIC

detraffic.com
(386)341-4186
SW 30th Ave at Griffin Rd
Broward County, Fl

File Name : 01 SW 30 at Griffin
Site Code : 00000001
Start Date : 4/1/2025
Page No : 2

Groups Printed- Automobiles - Commercial

	SW 30th Ave Southbound				Griffin Rd Westbound				N/A Northbound				Griffin Rd Eastbound					
	Left	Thru	Right	App. Total	Uturn	Thru	Right	App. Total	Left	Thru	Right	App. Total	Uturn	Left	Thru	Right	App. Total	Int. Total
Commercial	22	0	71	93	0	206	57	263	0	0	0	0	0	75	180	0	255	611
% Commercial	2.5	0	2.6	2.6	0	2.8	5.9	3.2	0	0	0	0	0	2.6	2.8	0	2.7	2.9

DE TRAFFIC

detraffic.com
(386)341-4186
SW 30th Ave at Griffin Rd
Broward County, FL

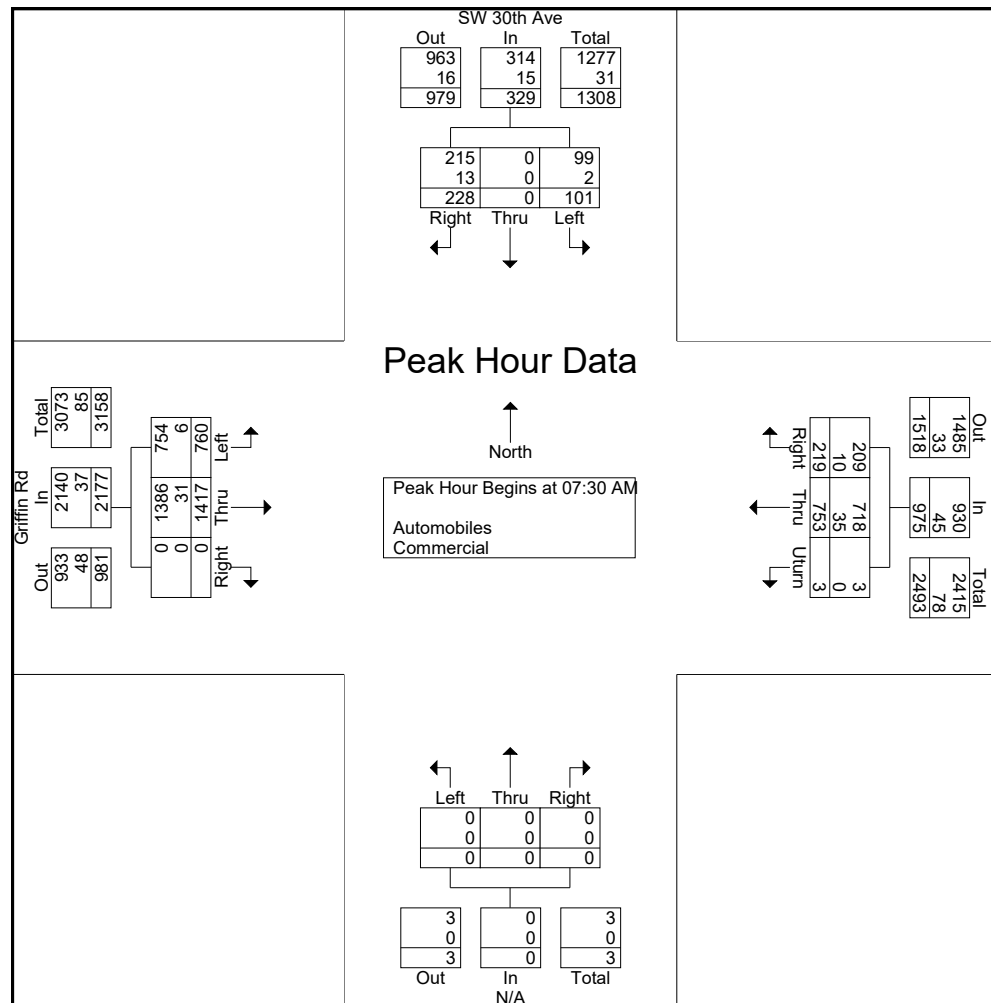
File Name : 01 SW 30 at Griffin
Site Code : 00000001
Start Date : 4/1/2025
Page No : 3

	SW 30th Ave Southbound				Griffin Rd Westbound				N/A Northbound				Griffin Rd Eastbound					
Start Time	Left	Thru	Right	App. Total	Uturn	Thru	Right	App. Total	Left	Thru	Right	App. Total	Uturn	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																		
Peak Hour for Entire Intersection Begins at 07:30 AM																		
07:30 AM	20	0	54	74	1	165	66	232	0	0	0	0	0	175	349	0	524	830
07:45 AM	25	0	44	69	0	173	43	216	0	0	0	0	1	203	360	0	564	849
08:00 AM	29	0	63	92	2	208	55	265	0	0	0	0	2	195	359	0	556	913
08:15 AM	27	0	67	94	0	207	55	262	0	0	0	0	0	184	349	0	533	889
Total Volume	101	0	228	329	3	753	219	975	0	0	0	0	3	757	1417	0	2177	3481
% App. Total	30.7	0	69.3		0.3	77.2	22.5		0	0	0		0.1	34.8	65.1	0		
PHF	.871	.000	.851	.875	.375	.905	.830	.920	.000	.000	.000	.000	.375	.932	.984	.000	.965	.953
Automobiles	99	0	215	314	3	718	209	930	0	0	0	0	3	751	1386	0	2140	3384
% Automobiles	98.0	0	94.3	95.4	100	95.4	95.4	95.4	0	0	0	0	100	99.2	97.8	0	98.3	97.2
Commercial	2	0	13	15	0	35	10	45	0	0	0	0	0	6	31	0	37	97
% Commercial	2.0	0	5.7	4.6	0	4.6	4.6	4.6	0	0	0	0	0	0.8	2.2	0	1.7	2.8

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SW 30th Ave at Griffin Rd
Broward County, FL

File Name : 01 SW 30 at Griffin
Site Code : 00000001
Start Date : 4/1/2025
Page No : 4



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SW 30th Ave at Griffin Rd
Broward County, Fl

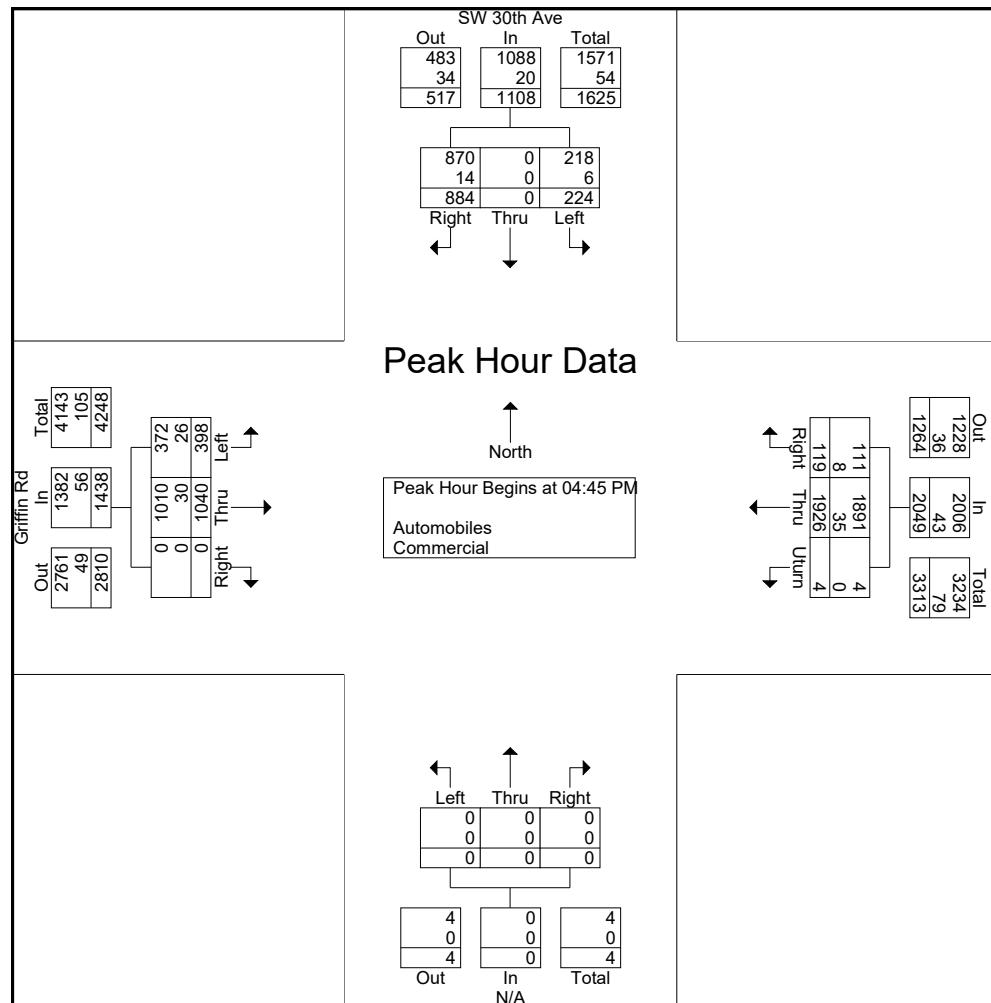
File Name : 01 SW 30 at Griffin
Site Code : 00000001
Start Date : 4/1/2025
Page No : 5

	SW 30th Ave Southbound				Griffin Rd Westbound				N/A Northbound				Griffin Rd Eastbound					
Start Time	Left	Thru	Right	App. Total	Uturn	Thru	Right	App. Total	Left	Thru	Right	App. Total	Uturn	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																		
Peak Hour for Entire Intersection Begins at 04:45 PM																		
04:45 PM	68	0	233	301	1	387	36	424	0	0	0	0	0	78	266	0	344	1069
05:00 PM	58	0	231	289	0	506	28	534	0	0	0	0	2	106	256	0	364	1187
05:15 PM	54	0	220	274	3	508	29	540	0	0	0	0	1	104	256	0	361	1175
05:30 PM	44	0	200	244	0	525	26	551	0	0	0	0	1	106	262	0	369	1164
Total Volume	224	0	884	1108	4	1926	119	2049	0	0	0	0	4	394	1040	0	1438	4595
% App. Total	20.2	0	79.8		0.2	94	5.8		0	0	0		0.3	27.4	72.3	0		
PHF	.824	.000	.948	.920	.333	.917	.826	.930	.000	.000	.000	.000	.500	.929	.977	.000	.974	.968
Automobiles	218	0	870	1088	4	1891	111	2006	0	0	0	0	4	368	1010	0	1382	4476
% Automobiles	97.3	0	98.4	98.2	100	98.2	93.3	97.9	0	0	0	0	100	93.4	97.1	0	96.1	97.4
Commercial	6	0	14	20	0	35	8	43	0	0	0	0	0	26	30	0	56	119
% Commercial	2.7	0	1.6	1.8	0	1.8	6.7	2.1	0	0	0	0	0	6.6	2.9	0	3.9	2.6

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SW 30th Ave at Griffin Rd
Broward County, FL

File Name : 01 SW 30 at Griffin
Site Code : 00000001
Start Date : 4/1/2025
Page No : 6



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SW 30th Ave at Griffin Rd
Broward County, FL

File Name : 01 SW 30 at Griffin
Site Code : 00000001
Start Date : 4/1/2025
Page No : 7

Groups Printed- Peds

[illegible]

DE TRAFFIC
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(386)341-4186
Anglers Ave at Griffin Rd
Broward County, Fl

File Name : 02 Anglers at Griffin
Site Code : 00000002
Start Date : 4/1/2025
Page No : 1

Groups Printed- Automobiles - Commercial

	Anglers Ave Southbound				Griffin Rd Westbound					Anglers Ave Northbound				Griffin Rd Eastbound					
Start Time	Left	Thru	Right	App. Total	Utturn	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Utturn	Left	Thru	Right	App. Total	Int. Total
07:00 AM	22	16	11	49	0	66	140	53	259	35	15	66	116	0	30	173	43	246	670
07:15 AM	28	15	12	55	3	75	149	46	273	43	24	73	140	2	34	265	53	354	822
07:30 AM	41	21	15	77	3	85	142	81	311	51	26	81	158	1	42	244	67	354	900
07:45 AM	52	17	18	87	2	75	160	77	314	43	24	105	172	0	51	275	68	394	967
Total	143	69	56	268	8	301	591	257	1157	172	89	325	586	3	157	957	231	1348	3359
08:00 AM	34	15	18	67	5	83	186	65	339	54	16	99	169	2	41	289	66	398	973
08:15 AM	44	18	15	77	5	77	206	78	366	43	15	89	147	1	53	262	71	387	977
08:30 AM	38	22	16	76	4	65	197	88	354	35	18	98	151	3	54	243	53	353	934
08:45 AM	30	18	12	60	6	75	239	79	399	51	24	95	170	0	43	248	42	333	962
Total	146	73	61	280	20	300	828	310	1458	183	73	381	637	6	191	1042	232	1471	3846
09:00 AM	27	17	10	54	2	43	207	64	316	43	19	77	139	1	46	263	44	354	863
09:15 AM	28	19	13	60	4	51	189	86	330	36	24	80	140	2	34	252	34	322	852
09:30 AM	25	19	10	54	3	44	218	76	341	41	29	81	151	0	46	224	53	323	869
09:45 AM	21	11	13	45	3	44	205	53	305	35	22	64	121	0	33	212	44	289	760
Total	101	66	46	213	12	182	819	279	1292	155	94	302	551	3	159	951	175	1288	3344
04:00 PM	70	27	23	120	0	82	292	46	420	54	28	91	173	1	13	207	43	264	977
04:15 PM	76	27	24	127	2	87	325	52	466	55	37	48	140	0	10	248	41	299	1032
04:30 PM	88	51	28	167	3	82	329	48	462	100	38	74	212	1	11	259	51	322	1163
04:45 PM	79	43	36	158	0	141	327	45	513	70	34	86	190	2	13	281	50	346	1207
Total	313	148	111	572	5	392	1273	191	1861	279	137	299	715	4	47	995	185	1231	4379
05:00 PM	71	36	41	148	4	126	442	43	615	60	43	80	183	0	12	263	52	327	1273
05:15 PM	80	51	25	156	4	119	398	36	557	63	34	71	168	1	15	259	53	328	1209
05:30 PM	85	43	52	180	5	116	422	47	590	74	44	77	195	0	21	243	57	321	1286
05:45 PM	77	36	42	155	2	111	424	38	575	56	37	66	159	2	13	188	50	253	1142
Total	313	166	160	639	15	472	1686	164	2337	253	158	294	705	3	61	953	212	1229	4910
06:00 PM	59	52	36	147	4	116	359	48	527	45	41	62	148	1	12	224	53	290	1112
06:15 PM	65	42	28	135	2	107	305	38	452	54	36	70	160	2	18	206	46	272	1019
06:30 PM	57	56	24	137	2	89	311	46	448	43	30	50	123	0	10	190	54	254	962
06:45 PM	53	43	20	116	3	77	291	39	410	36	25	55	116	0	10	183	45	238	880
Total	234	193	108	535	11	389	1266	171	1837	178	132	237	547	3	50	803	198	1054	3973
Grand Total	1250	715	542	2507	71	2036	6463	1372	9942	1220	683	1838	3741	22	665	5701	1233	7621	23811
Apprch %	49.9	28.5	21.6		0.7	20.5	65	13.8		32.6	18.3	49.1		0.3	8.7	74.8	16.2		
Total %	5.2	3	2.3	10.5	0.3	8.6	27.1	5.8	41.8	5.1	2.9	7.7	15.7	0.1	2.8	23.9	5.2	32	
Automobiles	1184	697	521	2402	71	1986	6215	1302	9574	1176	672	1773	3621	22	648	5495	1208	7373	22970
% Automobiles	94.7	97.5	96.1	95.8	100	97.5	96.2	94.9	96.3	96.4	98.4	96.5		100	97.4	96.4	98	96.7	96.5

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Anglers Ave at Griffin Rd

Broward County, Fl

File Name : 02 Anglers at Griffin

Site Code : 00000002

Start Date : 4/1/2025

Page No : 2

Groups Printed- Automobiles - Commercial

	Anglers Ave Southbound				Griffin Rd Westbound					Anglers Ave Northbound				Griffin Rd Eastbound					Int. Total
	Left	Thru	Right	App. Total	Uturn	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Uturn	Left	Thru	Right	App. Total	
Commercial	66	18	21	105	0	50	248	70	368	44	11	65	120	0	17	206	25	248	841
% Commercial	5.3	2.5	3.9	4.2	0	2.5	3.8	5.1	3.7	3.6	1.6	3.5	3.2	0	2.6	3.6	2	3.3	3.5

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Anglers Ave at Griffin Rd
Broward County, FL

File Name : 02 Anglers at Griffin
Site Code : 00000002
Start Date : 4/1/2025
Page No : 3

	Anglers Ave Southbound					Griffin Rd Westbound					Anglers Ave Northbound					Griffin Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Uturn	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Uturn	Left	Thru	Right	App. Total	Int. Total	
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																				
Peak Hour for Entire Intersection Begins at 07:45 AM																				
07:45 AM	52	17	18	87	2	75	160	77	314	43	24	105	172	0	51	275	68	394	967	
08:00 AM	34	15	18	67	5	83	186	65	339	54	16	99	169	2	41	289	66	398	973	
08:15 AM	44	18	15	77	5	77	206	78	366	43	15	89	147	1	53	262	71	387	977	
08:30 AM	38	22	16	76	4	65	197	88	354	35	18	98	151	3	54	243	53	353	934	
Total Volume	168	72	67	307	16	300	749	308	1373	175	73	391	639	6	199	1069	258	1532	3851	
% App. Total	54.7	23.5	21.8		1.2	21.8	54.6	22.4		27.4	11.4	61.2		0.4	13	69.8	16.8			
PHF	.808	.818	.931	.882	.800	.904	.909	.875	.938	.810	.760	.931	.929	.500	.921	.925	.908	.962	.985	
Automobiles	161	70	64	295	16	297	713	298	1324	171	73	385	629	6	196	1033	254	1489	3737	
% Automobiles	95.8	97.2	95.5	96.1	100	99.0	95.2	96.8	96.4	97.7	100	98.5	98.4	100	98.5	96.6	98.4	97.2	97.0	
Commercial	7	2	3	12	0	3	36	10	49	4	0	6	10	0	3	36	4	43	114	
% Commercial	4.2	2.8	4.5	3.9	0	1.0	4.8	3.2	3.6	2.3	0	1.5	1.6	0	1.5	3.4	1.6	2.8	3.0	

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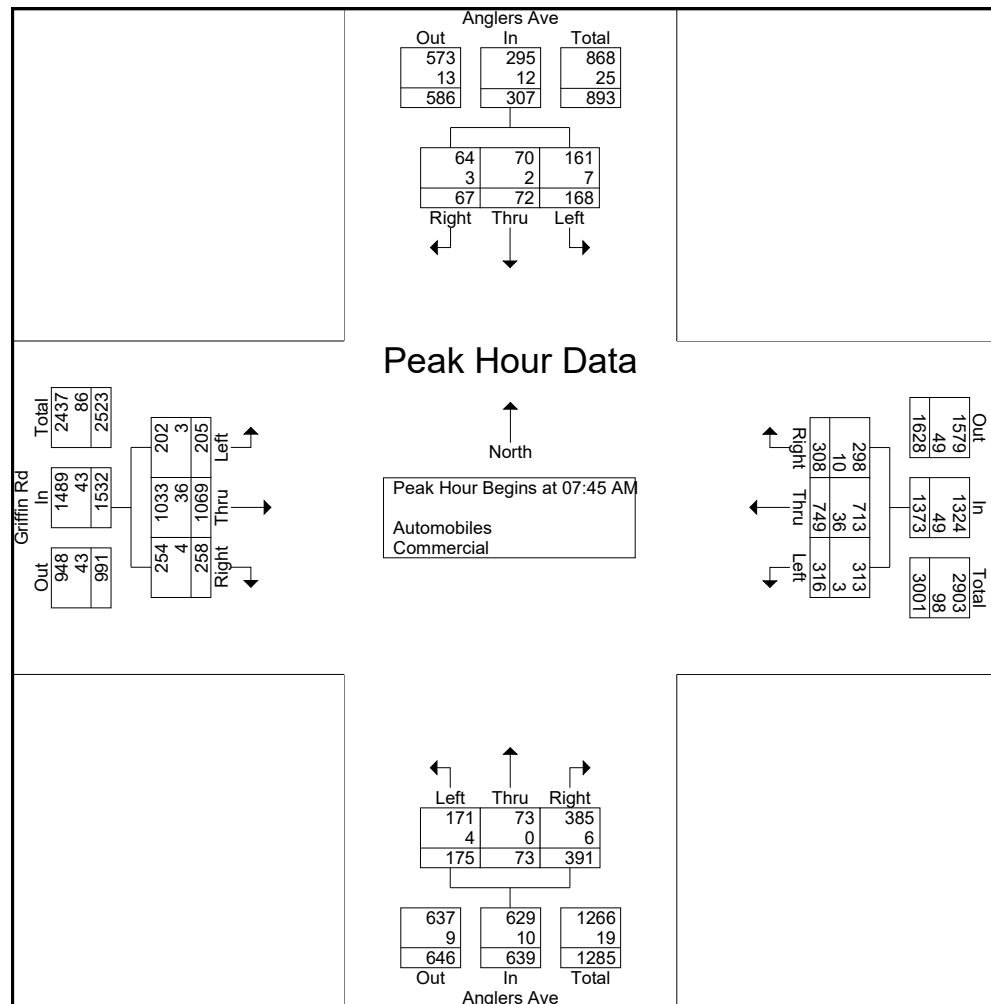
Anglers Ave at Griffin Rd
Broward County, FL

File Name : 02 Anglers at Griffin

Site Code : 00000002

Start Date : 4/1/2025

Page No : 4



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Anglers Ave at Griffin Rd
Broward County, FL

File Name : 02 Anglers at Griffin

Site Code : 00000002

Start Date : 4/1/2025

Page No : 5

	Anglers Ave Southbound					Griffin Rd Westbound					Anglers Ave Northbound					Griffin Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Utturn	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Utturn	Left	Thru	Right	App. Total	Int. Total	
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																				
Peak Hour for Entire Intersection Begins at 04:45 PM																				
04:45 PM	79	43	36	158	0	141	327	45	513	70	34	86	190	2	13	281	50	346	1207	
05:00 PM	71	36	41	148	4	126	442	43	615	60	43	80	183	0	12	263	52	327	1273	
05:15 PM	80	51	25	156	4	119	398	36	557	63	34	71	168	1	15	259	53	328	1209	
05:30 PM	85	43	52	180	5	116	422	47	590	74	44	77	195	0	21	243	57	321	1286	
Total Volume	315	173	154	642	13	502	1589	171	2275	267	155	314	736	3	61	1046	212	1322	4975	
% App. Total	49.1	26.9	24		0.6	22.1	69.8	7.5		36.3	21.1	42.7		0.2	4.6	79.1	16			
PHF	.926	.848	.740	.892	.650	.890	.899	.910	.925	.902	.881	.913	.944	.375	.726	.931	.930	.955	.967	
Automobiles	297	169	150	616	13	488	1535	157	2193	257	152	299	708	3	57	1012	207	1279	4796	
% Automobiles	94.3	97.7	97.4	96.0	100	97.2	96.6	91.8	96.4	96.3	98.1	95.2	96.2	100	93.4	96.7	97.6	96.7	96.4	
Commercial	18	4	4	26	0	14	54	14	82	10	3	15	28	0	4	34	5	43	179	
% Commercial	5.7	2.3	2.6	4.0	0	2.8	3.4	8.2	3.6	3.7	1.9	4.8	3.8	0	6.6	3.3	2.4	3.3	3.6	

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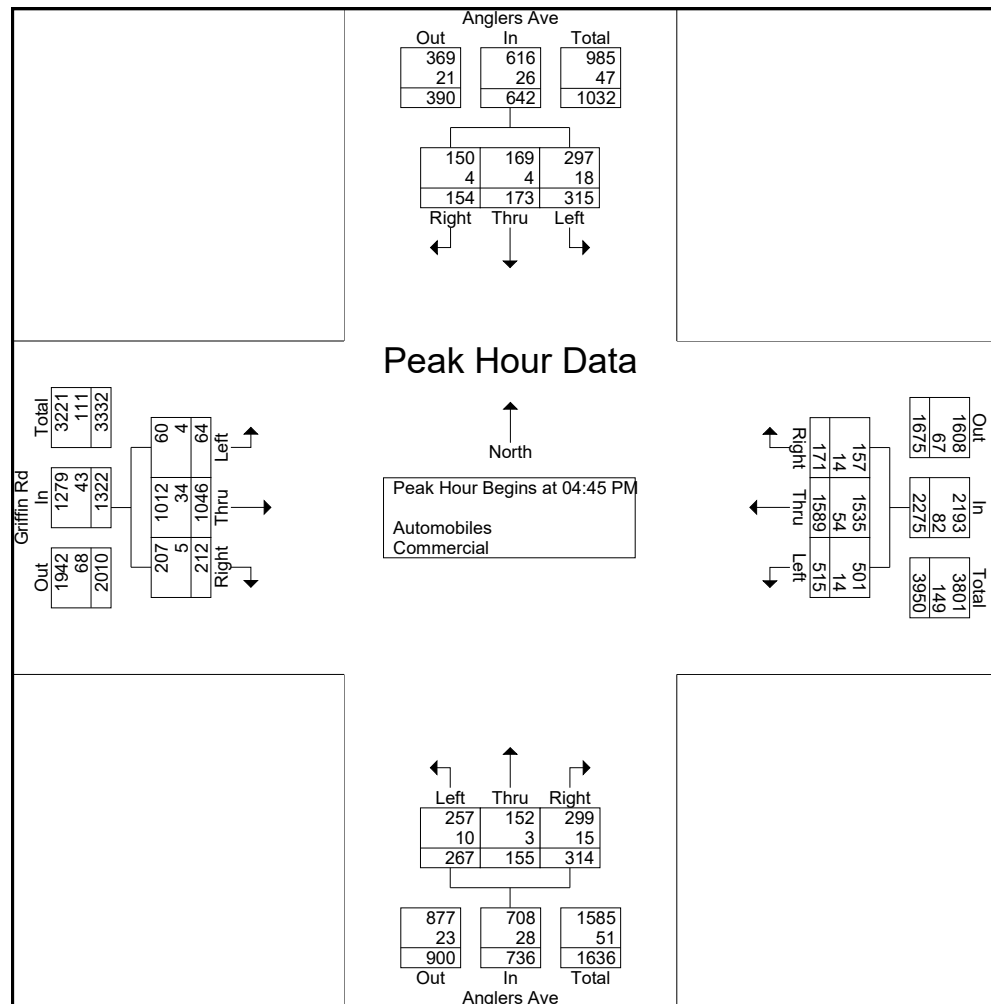
Anglers Ave at Griffin Rd
Broward County, Fl

File Name : 02 Anglers at Griffin

Site Code : 00000002

Start Date : 4/1/2025

Page No : 6



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Anglers Ave at Griffin Rd
Broward County, FL

File Name : 02 Anglers at Griffin
Site Code : 00000002
Start Date : 4/1/2025
Page No : 7

Groups Printed- Peds

	Anglers Ave Southbound					Griffin Rd Westbound						Anglers Ave Northbound					Griffin Rd Eastbound							
Start Time	Left	Thru	Right	Peds	App. Total	Uturn	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Uturn	Left	Thru	Right	Peds	App. Total	Int. Total	
07:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	3
07:30 AM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Total	0	0	0	1	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	3	3	5
08:00 AM	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	2
08:30 AM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	3
09:00 AM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:15 PM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	2	3
05:30 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1	1	3
05:45 PM	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	0	1	1	0	0	0	0	4	4	0	0	0	1	1	0	0	0	0	0	3	3	9
06:00 PM	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	1	1	3
06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	1
06:30 PM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	3	3	0	0	0	1	1	0	0	0	0	0	1	1	5
Grand Total	0	0	0	2	2	0	0	0	0	12	12	0	0	0	2	2	0	0	0	0	0	7	7	23
Apprch %	0	0	0	100		0	0	0	0	100		0	0	0	100		0	0	0	0	0	100		
Total %	0	0	0	8.7	8.7	0	0	0	0	52.2	52.2	0	0	0	8.7	8.7	0	0	0	0	0	30.4	30.4	

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Plaza Entrance at Griffin Rd
Broward County, Fl

File Name : 03 Plaza at griffin
Site Code : 00000003
Start Date : 4/1/2025
Page No : 1

Groups Printed- Automobiles - Commercial

	Plaza Entrance Southbound				Griffin Rd Westbound				N/A Northbound				Griffin Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	2	2	0	265	2	267	0	0	0	0	0	255	0	255	524
07:15 AM	0	0	3	3	0	281	4	285	0	0	0	0	0	353	0	353	641
07:30 AM	0	0	4	4	0	309	4	313	0	0	0	0	0	373	0	373	690
07:45 AM	0	0	8	8	0	301	8	309	0	0	0	0	0	419	0	419	736
Total	0	0	17	17	0	1156	18	1174	0	0	0	0	0	1400	0	1400	2591
08:00 AM	0	0	8	8	0	329	4	333	0	0	0	0	0	438	0	438	779
08:15 AM	0	0	9	9	0	368	9	377	0	0	0	0	0	413	0	413	799
08:30 AM	0	0	7	7	0	354	7	361	0	0	0	0	0	388	0	388	756
08:45 AM	0	0	10	10	0	397	9	406	0	0	0	0	0	389	0	389	805
Total	0	0	34	34	0	1448	29	1477	0	0	0	0	0	1628	0	1628	3139
09:00 AM	0	0	9	9	0	329	8	337	0	0	0	0	0	359	0	359	705
09:15 AM	0	0	8	8	0	337	12	349	0	0	0	0	0	368	0	368	725
09:30 AM	0	0	8	8	0	344	9	353	0	0	0	0	0	341	0	341	702
09:45 AM	0	0	7	7	0	315	16	331	0	0	0	0	0	311	0	311	649
Total	0	0	32	32	0	1325	45	1370	0	0	0	0	0	1379	0	1379	2781
04:00 PM	0	0	8	8	0	425	8	433	0	0	0	0	0	361	0	361	802
04:15 PM	0	0	11	11	0	457	6	463	0	0	0	0	0	377	0	377	851
04:30 PM	0	0	16	16	0	444	13	457	0	0	0	0	0	428	0	428	901
04:45 PM	0	0	14	14	0	483	15	498	0	0	0	0	0	443	0	443	955
Total	0	0	49	49	0	1809	42	1851	0	0	0	0	0	1609	0	1609	3509
05:00 PM	0	0	15	15	0	563	11	574	0	0	0	0	0	434	0	434	1023
05:15 PM	0	0	17	17	0	544	14	558	0	0	0	0	0	419	0	419	994
05:30 PM	0	0	13	13	0	585	9	594	0	0	0	0	0	416	0	416	1023
05:45 PM	0	0	18	18	0	573	14	587	0	0	0	0	0	322	0	322	927
Total	0	0	63	63	0	2265	48	2313	0	0	0	0	0	1591	0	1591	3967
06:00 PM	0	0	13	13	0	541	17	558	0	0	0	0	0	344	0	344	915
06:15 PM	0	0	10	10	0	478	16	494	0	0	0	0	0	352	0	352	856
06:30 PM	0	0	16	16	0	480	10	490	0	0	0	0	0	315	0	315	821
06:45 PM	0	0	13	13	0	404	8	412	0	0	0	0	0	296	0	296	721
Total	0	0	52	52	0	1903	51	1954	0	0	0	0	0	1307	0	1307	3313
Grand Total	0	0	247	247	0	9906	233	10139	0	0	0	0	0	8914	0	8914	19300
Apprch %	0	0	100		0	97.7	2.3		0	0	0		0	100	0		
Total %	0	0	1.3	1.3	0	51.3	1.2	52.5	0	0	0	0	0	46.2	0	46.2	
Automobiles	0	0	247	247	0	9523	223	9746	0	0	0	0	0	8557	0	8557	18550
% Automobiles	0	0	100	100	0	96.1	95.7	96.1	0	0	0	0	0	96	0	96	96.1

DE TRAFFIC

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Plaza Entrance at Griffin Rd

Broward County, Fl

File Name : 03 Plaza at griffin

Site Code : 00000003

Start Date : 4/1/2025

Page No : 2

Groups Printed- Automobiles - Commercial

	Plaza Entrance Southbound				Griffin Rd Westbound				N/A Northbound				Griffin Rd Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Commercial	0	0	0	0	0	383	10	393	0	0	0	0	0	357	0	357	750
% Commercial	0	0	0	0	0	3.9	4.3	3.9	0	0	0	0	0	4	0	4	3.9

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(386)341-4186
Plaza Entrance at Griffin Rd
Broward County, Fl

File Name : 03 Plaza at griffin
Site Code : 00000003
Start Date : 4/1/2025
Page No : 3

	Plaza Entrance Southbound				Griffin Rd Westbound				N/A Northbound				Griffin Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	0	0	8	8	0	329	4	333	0	0	0	0	0	438	0	438	779
08:15 AM	0	0	9	9	0	368	9	377	0	0	0	0	0	413	0	413	799
08:30 AM	0	0	7	7	0	354	7	361	0	0	0	0	0	388	0	388	756
08:45 AM	0	0	10	10	0	397	9	406	0	0	0	0	0	389	0	389	805
Total Volume	0	0	34	34	0	1448	29	1477	0	0	0	0	0	1628	0	1628	3139
% App. Total	0	0	100		0	98	2		0	0	0		0	100	0		
PHF	.000	.000	.850	.850	.000	.912	.806	.909	.000	.000	.000	.000	.000	.929	.000	.929	.975
Automobiles	0	0	34	34	0	1392	28	1420	0	0	0	0	0	1574	0	1574	3028
% Automobiles	0	0	100	100	0	96.1	96.6	96.1	0	0	0	0	0	96.7	0	96.7	96.5
Commercial	0	0	0	0	0	56	1	57	0	0	0	0	0	54	0	54	111
% Commercial	0	0	0	0	0	3.9	3.4	3.9	0	0	0	0	0	3.3	0	3.3	3.5

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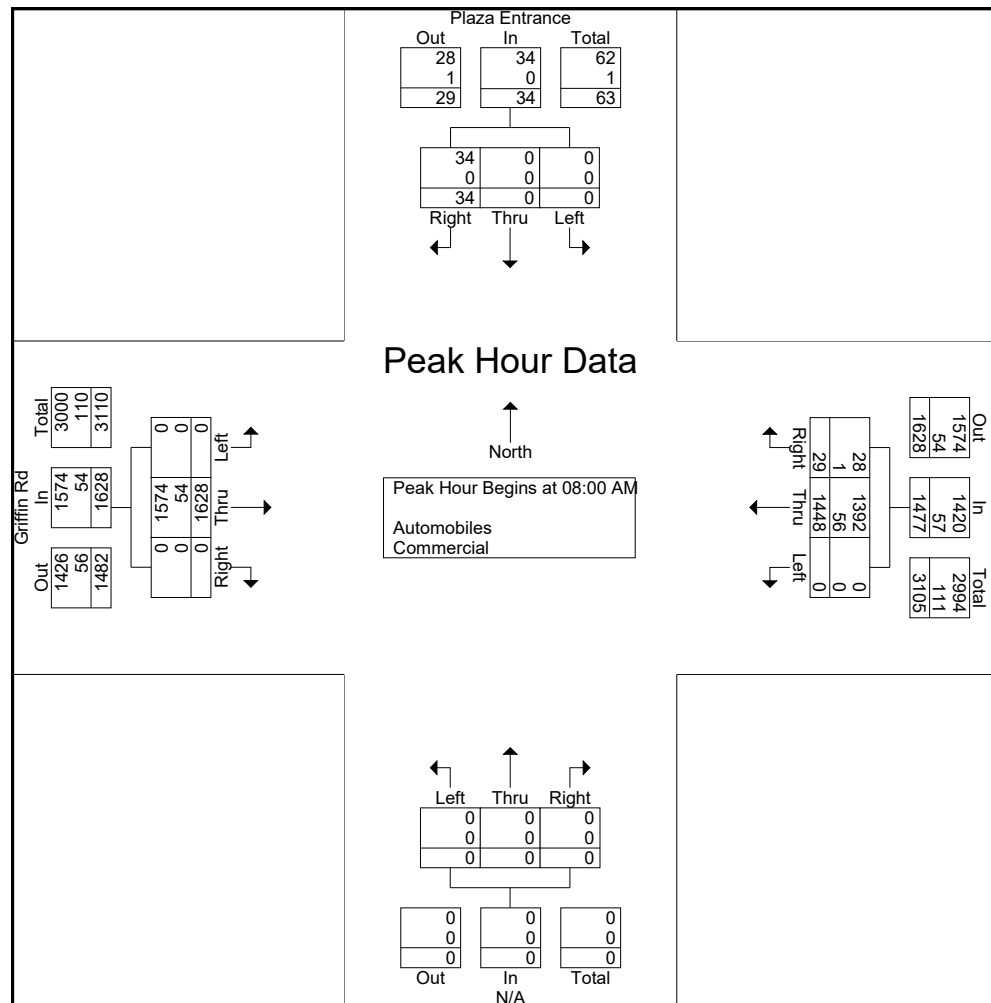
Plaza Entrance at Griffin Rd
Broward County, Fl

File Name : 03 Plaza at griffin

Site Code : 00000003

Start Date : 4/1/2025

Page No : 4



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Plaza Entrance at Griffin Rd
Broward County, Fl

File Name : 03 Plaza at griffin
Site Code : 00000003
Start Date : 4/1/2025
Page No : 5

	Plaza Entrance Southbound				Griffin Rd Westbound				N/A Northbound				Griffin Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	0	0	14	14	0	483	15	498	0	0	0	0	0	443	0	443	955
05:00 PM	0	0	15	15	0	563	11	574	0	0	0	0	0	434	0	434	1023
05:15 PM	0	0	17	17	0	544	14	558	0	0	0	0	0	419	0	419	994
05:30 PM	0	0	13	13	0	585	9	594	0	0	0	0	0	416	0	416	1023
Total Volume	0	0	59	59	0	2175	49	2224	0	0	0	0	0	1712	0	1712	3995
% App. Total	0	0	100		0	97.8	2.2		0	0	0	0	0	100	0		
PHF	.000	.000	.868	.868	.000	.929	.817	.936	.000	.000	.000	.000	.000	.966	.000	.966	.976
Automobiles	0	0	59	59	0	2091	48	2139	0	0	0	0	0	1635	0	1635	3833
% Automobiles	0	0	100	100	0	96.1	98.0	96.2	0	0	0	0	0	95.5	0	95.5	95.9
Commercial	0	0	0	0	0	84	1	85	0	0	0	0	0	77	0	77	162
% Commercial	0	0	0	0	0	3.9	2.0	3.8	0	0	0	0	0	4.5	0	4.5	4.1

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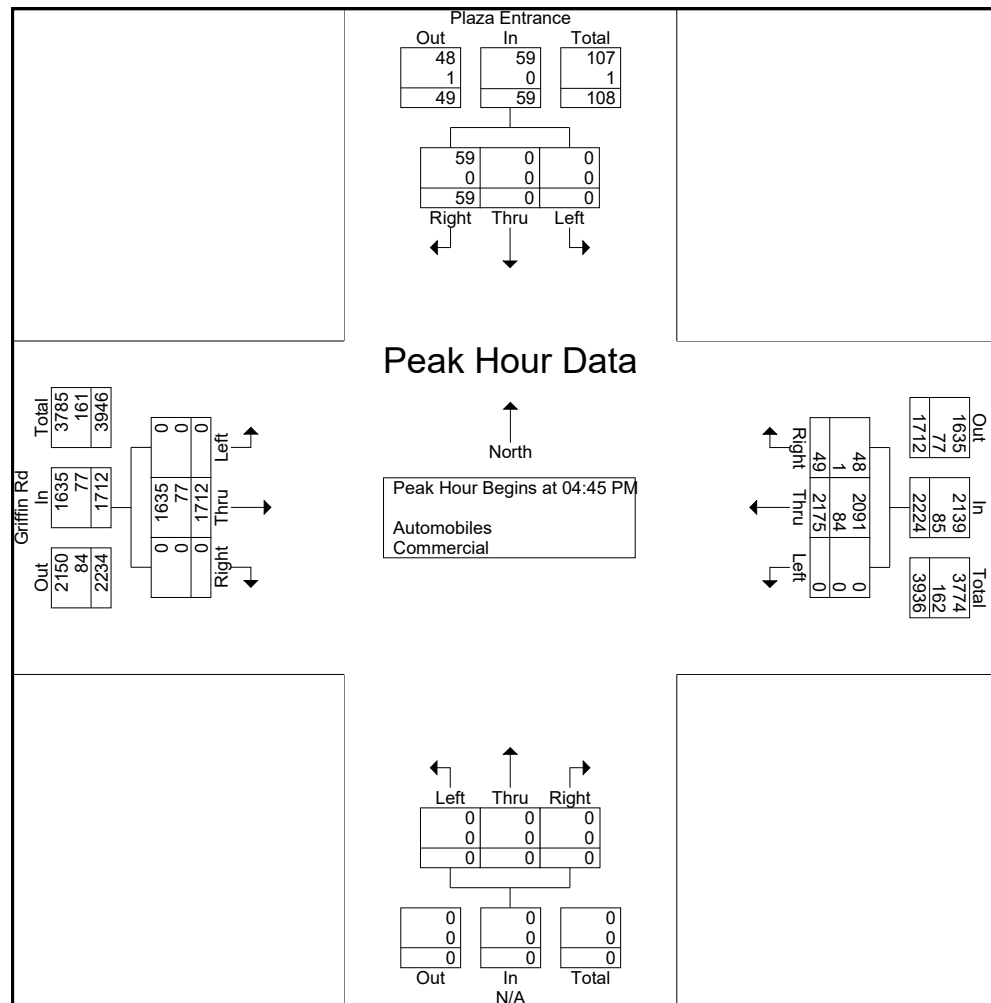
Plaza Entrance at Griffin Rd
Broward County, FL

File Name : 03 Plaza at griffin

Site Code : 00000003

Start Date : 4/1/2025

Page No : 6



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Plaza Entrance at Griffin Rd
Broward County, Fl

File Name : 03 Plaza at griffin
Site Code : 00000003
Start Date : 4/1/2025
Page No : 7

Groups Printed- Peds

	Plaza Entrance Southbound					Griffin Rd Westbound					N/A Northbound					Griffin Rd Eastbound						
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total	
07:15 AM	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	2
07:30 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1
07:45 AM	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0	0	0	0	0	0	6
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2	2
08:15 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	1	2
08:45 AM	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	3	3	3	5
Total	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	6	6	6	9
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1
09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2	2
09:30 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	3	3	3	4
04:45 PM	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	2
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2	2
05:15 PM	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	1	1	1	3
05:45 PM	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	3	3	3	5
Total	0	0	0	0	0	0	0	0	4	4	0	0	0	0	0	0	0	0	6	6	6	10
06:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	4	4
06:15 PM	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	3
06:30 PM	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	2	2	2	4
Total	0	0	0	0	0	0	0	0	5	5	0	0	0	0	0	0	0	0	6	6	6	11
Grand Total	0	0	0	0	0	0	0	0	21	21	0	0	0	0	0	0	0	0	21	21	21	42
Apprch %	0	0	0	0	0	0	0	0	100	100	0	0	0	0	0	0	0	0	100	100	100	
Total %	0	0	0	0	0	0	0	0	50	50	0	0	0	0	0	0	0	0	50	50	50	

DE TRAFFIC

detraffic.com

(386)341-4186

Anglers Ave at Plaza Entrance
Broward County, FL

File Name : 04 Ravenswood at SW 46

Site Code : 00000004

Start Date : 4/1/2025

Page No : 1

Groups Printed- Automobiles - Commercial

	Anglers Ave Southbound				Plaza Entrance Westbound				Anglers Ave Northbound				SW 46th Ct Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	1	45	2	48	3	0	3	6	3	89	2	94	1	0	3	4	152
07:15 AM	3	53	7	63	1	0	4	5	1	98	6	105	2	0	4	6	179
07:30 AM	0	74	4	78	3	0	1	4	4	136	4	144	2	0	1	3	229
07:45 AM	1	88	9	98	4	0	3	7	2	143	5	150	2	1	4	7	262
Total	5	260	22	287	11	0	11	22	10	466	17	493	7	1	12	20	822
08:00 AM	5	71	6	82	5	0	1	6	4	118	8	130	2	0	2	4	222
08:15 AM	1	73	2	76	5	0	4	9	4	138	8	150	0	0	3	3	238
08:30 AM	2	73	2	77	2	0	1	3	4	139	5	148	4	1	3	8	236
08:45 AM	5	60	4	69	2	0	2	4	5	133	4	142	2	0	4	6	221
Total	13	277	14	304	14	0	8	22	17	528	25	570	8	1	12	21	917
09:00 AM	4	56	4	64	3	0	0	3	4	117	7	128	1	0	5	6	201
09:15 AM	2	63	2	67	4	0	1	5	2	134	5	141	2	0	4	6	219
09:30 AM	3	55	2	60	5	0	1	6	2	130	6	138	0	0	3	3	207
09:45 AM	4	48	2	54	7	0	2	9	2	98	3	103	2	0	2	4	170
Total	13	222	10	245	19	0	4	23	10	479	21	510	5	0	14	19	797
04:00 PM	3	112	2	117	1	0	1	2	2	87	9	98	1	0	4	5	222
04:15 PM	4	131	3	138	3	0	2	5	4	99	7	110	0	0	2	2	255
04:30 PM	4	162	2	168	3	0	3	6	3	93	8	104	1	0	3	4	282
04:45 PM	2	152	3	157	4	0	1	5	6	83	7	96	3	0	4	7	265
Total	13	557	10	580	11	0	7	18	15	362	31	408	5	0	13	18	1024
05:00 PM	3	142	4	149	2	0	3	5	5	90	5	100	1	0	7	8	262
05:15 PM	4	160	3	167	3	1	5	9	4	79	8	91	3	0	4	7	274
05:30 PM	3	172	4	179	4	0	5	9	6	103	8	117	0	0	9	9	314
05:45 PM	6	157	3	166	7	1	5	13	6	89	7	102	3	0	6	9	290
Total	16	631	14	661	16	2	18	36	21	361	28	410	7	0	26	33	1140
06:00 PM	4	141	6	151	7	0	4	11	5	87	4	96	2	1	5	8	266
06:15 PM	2	134	4	140	5	0	8	13	5	90	5	100	0	0	5	5	258
06:30 PM	4	141	6	151	5	0	4	9	4	80	7	91	1	0	6	7	258
06:45 PM	2	107	2	111	3	0	2	5	2	80	5	87	0	0	4	4	207
Total	12	523	18	553	20	0	18	38	16	337	21	374	3	1	20	24	989
Grand Total	72	2470	88	2630	91	2	66	159	89	2533	143	2765	35	3	97	135	5689
Apprch %	2.7	93.9	3.3		57.2	1.3	41.5		3.2	91.6	5.2		25.9	2.2	71.9		
Total %	1.3	43.4	1.5	46.2	1.6	0	1.2	2.8	1.6	44.5	2.5	48.6	0.6	0.1	1.7	2.4	
Automobiles	66	2377	79	2522	85	2	58	145	82	2433	139	2654	30	3	87	120	5441
% Automobiles	91.7	96.2	89.8	95.9	93.4	100	87.9	91.2	92.1	96.1	97.2	96	85.7	100	89.7	88.9	95.6

DE TRAFFIC

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(386)341-4186

Anglers Ave at Plaza Entrance

Broward County, Fl

File Name : 04 Ravenswood at SW 46

Site Code : 00000004

Start Date : 4/1/2025

Page No : 2

Groups Printed- Automobiles - Commercial

	Anglers Ave Southbound				Plaza Entrance Westbound				Anglers Ave Northbound				SW 46th Ct Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Commercial	6	93	9	108	6	0	8	14	7	100	4	111	5	0	10	15	248
% Commercial	8.3	3.8	10.2	4.1	6.6	0	12.1	8.8	7.9	3.9	2.8	4	14.3	0	10.3	11.1	4.4

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Anglers Ave at Plaza Entrance

Broward County, FL

File Name : 04 Ravenswood at SW 46

Site Code : 00000004

Start Date : 4/1/2025

Page No : 3

	Anglers Ave Southbound				Plaza Entrance Westbound				Anglers Ave Northbound				SW 46th Ct Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	1	88	9	98	4	0	3	7	2	143	5	150	2	1	4	7	262
08:00 AM	5	71	6	82	5	0	1	6	4	118	8	130	2	0	2	4	222
08:15 AM	1	73	2	76	5	0	4	9	4	138	8	150	0	0	3	3	238
08:30 AM	2	73	2	77	2	0	1	3	4	139	5	148	4	1	3	8	236
Total Volume	9	305	19	333	16	0	9	25	14	538	26	578	8	2	12	22	958
% App. Total	2.7	91.6	5.7		64	0	36		2.4	93.1	4.5		36.4	9.1	54.5		
PHF	.450	.866	.528	.849	.800	.000	.563	.694	.875	.941	.813	.963	.500	.500	.750	.688	.914
Automobiles	7	295	16	318	15	0	7	22	13	523	24	560	6	2	8	16	916
% Automobiles	77.8	96.7	84.2	95.5	93.8	0	77.8	88.0	92.9	97.2	92.3	96.9	75.0	100	66.7	72.7	95.6
Commercial	2	10	3	15	1	0	2	3	1	15	2	18	2	0	4	6	42
% Commercial	22.2	3.3	15.8	4.5	6.3	0	22.2	12.0	7.1	2.8	7.7	3.1	25.0	0	33.3	27.3	4.4

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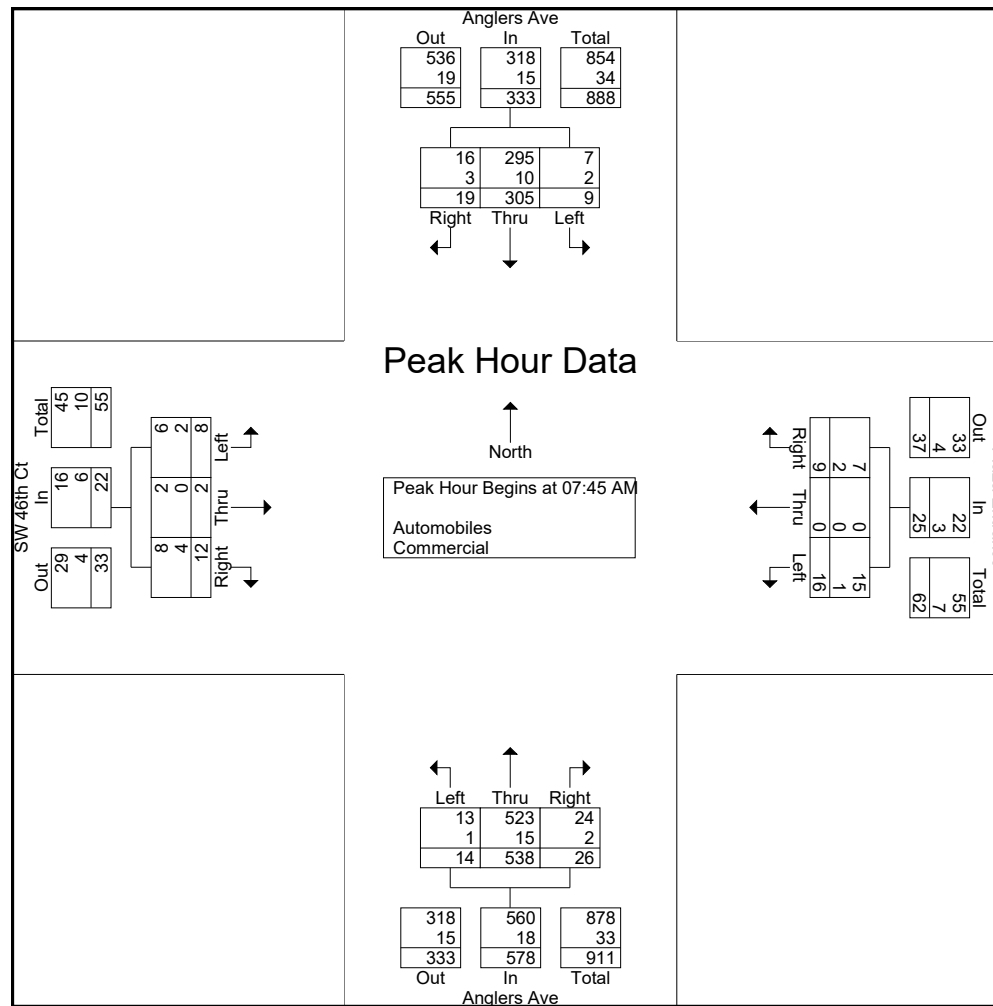
Anglers Ave at Plaza Entrance
Broward County, FL

File Name : 04 Ravenswood at SW 46

Site Code : 00000004

Start Date : 4/1/2025

Page No : 4



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Anglers Ave at Plaza Entrance
Broward County, FL

File Name : 04 Ravenswood at SW 46

Site Code : 00000004

Start Date : 4/1/2025

Page No : 5

	Anglers Ave Southbound				Plaza Entrance Westbound				Anglers Ave Northbound				SW 46th Ct Eastbound				Int. Total
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:15 PM																	
05:15 PM	4	160	3	167	3	1	5	9	4	79	8	91	3	0	4	7	274
05:30 PM	3	172	4	179	4	0	5	9	6	103	8	117	0	0	9	9	314
05:45 PM	6	157	3	166	7	1	5	13	6	89	7	102	3	0	6	9	290
06:00 PM	4	141	6	151	7	0	4	11	5	87	4	96	2	1	5	8	266
Total Volume	17	630	16	663	21	2	19	42	21	358	27	406	8	1	24	33	1144
% App. Total	2.6	95	2.4		50	4.8	45.2		5.2	88.2	6.7		24.2	3	72.7		
PHF	.708	.916	.667	.926	.750	.500	.950	.808	.875	.869	.844	.868	.667	.250	.667	.917	.911
Automobiles	16	606	12	634	19	2	17	38	18	337	26	381	5	1	21	27	1080
% Automobiles	94.1	96.2	75.0	95.6	90.5	100	89.5	90.5	85.7	94.1	96.3	93.8	62.5	100	87.5	81.8	94.4
Commercial	1	24	4	29	2	0	2	4	3	21	1	25	3	0	3	6	64
% Commercial	5.9	3.8	25.0	4.4	9.5	0	10.5	9.5	14.3	5.9	3.7	6.2	37.5	0	12.5	18.2	5.6

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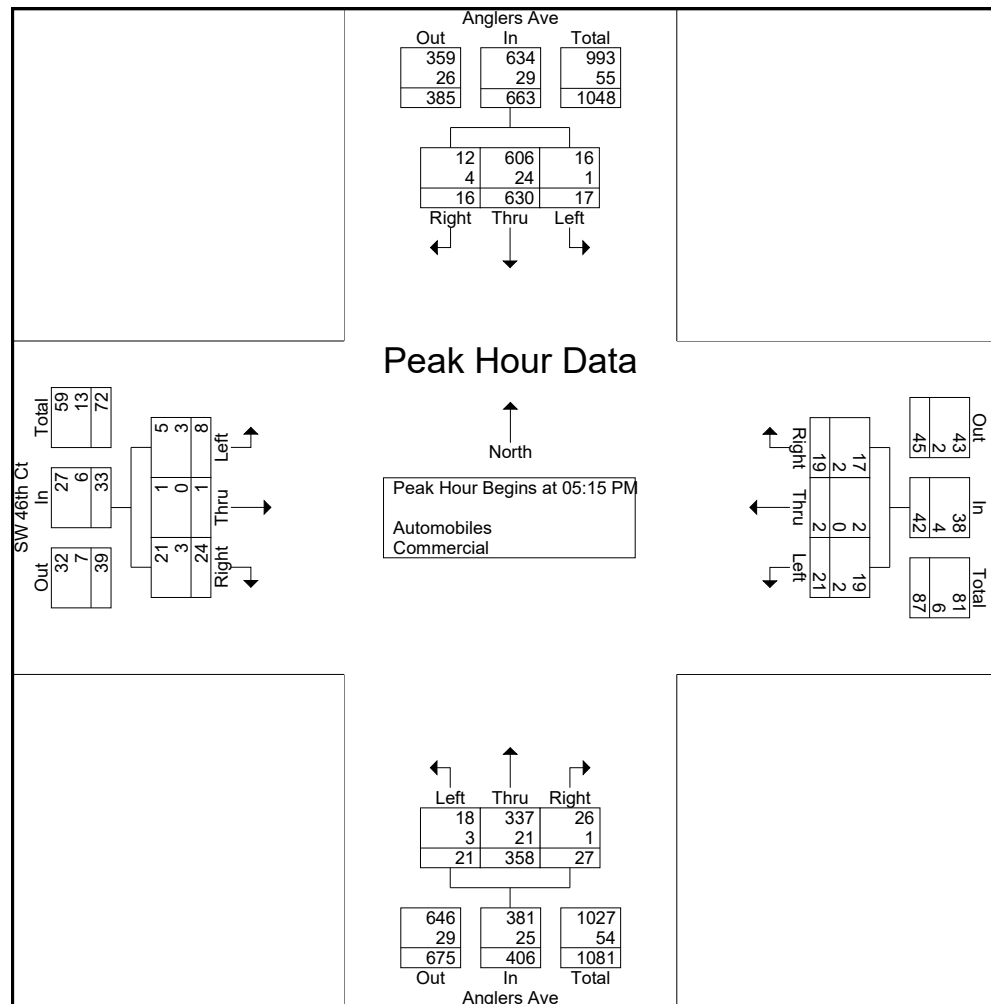
Anglers Ave at Plaza Entrance
Broward County, FL

File Name : 04 Ravenswood at SW 46

Site Code : 00000004

Start Date : 4/1/2025

Page No : 6



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Anglers Ave at Plaza Entrance

Broward County, FL

File Name : 04 Ravenswood at SW 46

Site Code : 00000004

Start Date : 4/1/2025

Page No : 6

Groups Printed- Peds

	Anglers Ave Southbound					Plaza Entrance Westbound					Anglers Ave Northbound					SW 46th Ct Eastbound						
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total	
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	3
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	1
07:30 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	2
Total	0	0	0	1	1	0	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0	7
08:00 AM	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	2	2	5
08:30 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	2
08:45 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	3
Total	0	0	0	4	4	0	0	0	0	0	0	0	0	5	5	0	0	0	3	3	3	12
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	2	2	2	4
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	2	2	2	4
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	2
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0	3
05:45 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	2
Total	0	0	0	1	1	0	0	0	0	0	0	0	0	5	5	0	0	0	1	1	1	7
06:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	0	0	0	0	0	0	4
06:15 PM	0	0	0	2	2	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1	1	4
06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	2
06:45 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	3	3	0	0	0	0	0	0	0	0	7	7	0	0	0	1	1	1	11
Grand Total	0	0	0	9	9	0	0	0	0	0	0	0	0	25	25	0	0	0	7	7	7	41
Apprch %	0	0	0	100		0	0	0	0	0	0	0	0	100		0	0	0	100			
Total %	0	0	0	22	22	0	0	0	0	0	0	0	0	61	61	0	0	0	17.1	17.1		



SB Approach



EB Approach



WB Approach



SW 30th Ave
at Griffin Rd

Broward County

detraffic.com

9239 Outlook Rock Trl. Windermere Fl. 34786

Project
Number: 025-10

Sheet
Number: 1



NB Approach



SB Approach



EB Approach



WB Approach



Anglers Ave
at Griffin Rd

Broward County

detraffic.com

9239 Outlook Rock Trl. Windermere Fl. 34786

Project
Number: 025-10

Sheet
Number: 2



SB Approach



EB Approach



WB Approach



Plaza Entrance
at Griffin Rd

Broward County

detraffic.com

9239 Outlook Rock Trl. Windermere Fl. 34786

Project
Number: 025-10

Sheet
Number: 3



NB Approach



SB Approach



EB Approach



WB Approach



Griffin Rd
at Plaza Entrance/SW 46th St

Broward County

detraffic.com

9239 Outlook Rock Trl. Windermere Fl. 34786

Project
Number: O25-10

Sheet
Number: 4

2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 8601 CEN.-W OF US1 TO SR7

WEEK	DATES	SF	MOCF: 0.97
			PSCF
1	01/01/2023 - 01/07/2023	1.01	1.04
2	01/08/2023 - 01/14/2023	1.00	1.03
3	01/15/2023 - 01/21/2023	0.99	1.02
* 4	01/22/2023 - 01/28/2023	0.98	1.01
* 5	01/29/2023 - 02/04/2023	0.98	1.01
* 6	02/05/2023 - 02/11/2023	0.97	1.00
* 7	02/12/2023 - 02/18/2023	0.96	0.99
* 8	02/19/2023 - 02/25/2023	0.96	0.99
* 9	02/26/2023 - 03/04/2023	0.96	0.99
*10	03/05/2023 - 03/11/2023	0.96	0.99
*11	03/12/2023 - 03/18/2023	0.96	0.99
*12	03/19/2023 - 03/25/2023	0.97	1.00
*13	03/26/2023 - 04/01/2023	0.98	1.01
*14	04/02/2023 - 04/08/2023	0.99	1.02
*15	04/09/2023 - 04/15/2023	1.00	1.03
*16	04/16/2023 - 04/22/2023	0.99	1.02
17	04/23/2023 - 04/29/2023	0.99	1.02
18	04/30/2023 - 05/06/2023	0.99	1.02
19	05/07/2023 - 05/13/2023	0.99	1.02
20	05/14/2023 - 05/20/2023	0.99	1.02
21	05/21/2023 - 05/27/2023	1.00	1.03
22	05/28/2023 - 06/03/2023	1.00	1.03
23	06/04/2023 - 06/10/2023	1.01	1.04
24	06/11/2023 - 06/17/2023	1.01	1.04
25	06/18/2023 - 06/24/2023	1.02	1.05
26	06/25/2023 - 07/01/2023	1.02	1.05
27	07/02/2023 - 07/08/2023	1.02	1.05
28	07/09/2023 - 07/15/2023	1.02	1.05
29	07/16/2023 - 07/22/2023	1.02	1.05
30	07/23/2023 - 07/29/2023	1.02	1.05
31	07/30/2023 - 08/05/2023	1.02	1.05
32	08/06/2023 - 08/12/2023	1.02	1.05
33	08/13/2023 - 08/19/2023	1.02	1.05
34	08/20/2023 - 08/26/2023	1.03	1.06
35	08/27/2023 - 09/02/2023	1.03	1.06
36	09/03/2023 - 09/09/2023	1.03	1.06
37	09/10/2023 - 09/16/2023	1.03	1.06
38	09/17/2023 - 09/23/2023	1.03	1.06
39	09/24/2023 - 09/30/2023	1.02	1.05
40	10/01/2023 - 10/07/2023	1.02	1.05
41	10/08/2023 - 10/14/2023	1.01	1.04
42	10/15/2023 - 10/21/2023	1.01	1.04
43	10/22/2023 - 10/28/2023	1.01	1.04
44	10/29/2023 - 11/04/2023	1.02	1.05
45	11/05/2023 - 11/11/2023	1.03	1.06
46	11/12/2023 - 11/18/2023	1.04	1.07
47	11/19/2023 - 11/25/2023	1.03	1.06
48	11/26/2023 - 12/02/2023	1.02	1.05
49	12/03/2023 - 12/09/2023	1.02	1.05
50	12/10/2023 - 12/16/2023	1.01	1.04
51	12/17/2023 - 12/23/2023	1.01	1.04
52	12/24/2023 - 12/30/2023	1.00	1.03
53	12/31/2023 - 12/31/2023	0.99	1.02

* PEAK SEASON

09-MAR-2024 18:41:40

830UPD

4_8601_PKSEASON.TXT

Appendix F
Intersection Volume Calculations

Project No.	25047.01.01									
Intersection Volumes										
Analysis Period	Factors			Pass By		Tgen		Legend		
	SF	AGR	Years	Enter	Exit	Enter	Exit			
	AM Peak	1.00	2.00%	0	9	9	27	27		
										Backg'd + (Project) = Total

Intersection: Griffin Road & SW 30th Ave																	1	
App	Mvmt	Lns	Raw	SF	Adjusted	GR	Redirect	Vested	Adj	Bg'd	PBIn	PBOut	Passby	ProjIn	ProjOut	Project	BldOut	Volumes
NB	L	0	0	1.00	0	1.00			0	0%	0%	0%	0	0%	0%	0	0	
	T	0	0	1.00	0	1.00			0	0%	0%	0%	0	0%	0%	0	0	
	R	0	0	1.00	0	1.00			0	0%	0%	0%	0	0%	0%	0	0	
SB	L	1	101	1.00	101	1.00			101	0%	0%	0	5%	0%	0	1	102	101 + (1) = 102
	T	0	0	1.00	0	1.00			0	0%	0%	0	0	0	0			
	R	2	228	1.00	228	1.00			228	0%	0%	0	0%	0%	0	228	228	
EB	L	1	760	1.00	760	1.00			760	0%	0%	0	0%	0%	0	0	760	760
	T	3	1417	1.00	1,417	1.00			1417	0%	0%	0	15%	0%	4	1421	1417 + (4) = 1421	
	R	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
WB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	0	
	T	3	756	1.00	756	1.00			756	0%	0%	0	0%	15%	4	760	756 + (4) = 760	
	R	0	219	1.00	219	1.00			219	0%	0%	0	0%	5%	1	220	219 + (1) = 220	

Intersection: Griffin Road & Ravenswood Rd																	2
Appr	Mvmt	Lns	Raw	SF	Adjusted	GR	Redirect	Vested	Adj Bg'd	PBIn	PBOut	Passby	ProjIn	ProjOut	Project	BldOut	Formula
NB	L	1	175	1.00	175	1.00			175	0%	0%	0	0%	0%	0	175	175
	T	2	73	1.00	73	1.00			73	0%	0%	0	10%	0%	3	76	73 + (3) = 76
	R	1	391	1.00	391	1.00			391	0%	0%	0	0%	0%	0	391	391
SB	L	1	168	1.00	168	1.00			168	0%	0%	0	0%	60%	16	184	168 + (16) = 184
	T	2	72	1.00	72	1.00			72	0%	0%	0	0%	0%	0	72	72
	R	1	67	1.00	67	1.00			67	0%	0%	0	0%	0%	0	67	67
EB	L	1	205	1.00	205	1.00			205	0%	0%	0	20%	0%	5	210	205 + (5) = 210
	T	3	1069	1.00	1,069	1.00			1069	0%	0%	0	0%	0%	0	1069	1069
	R	1	258	1.00	258	1.00			258	0%	0%	0	0%	0%	0	258	258
WB	L	2	316	1.00	316	1.00			316	0%	0%	0	0%	10%	3	319	316 + (3) = 319
	T	3	749	1.00	749	1.00			749	0%	0%	0	0%	20%	5	754	749 + (5) = 754
	R	0	308	1.00	308	1.00			308	0%	0%	0	0%	5%	1	309	308 + (1) = 309

Intersection: Griffin Road & Plaza Entrance																	3	
Appr	Mvmt	Lns	Raw	SF	Adjusted	GR	Redirect	Vested	Adj	Bg'd	PBIn	PBOut	Passby	ProjIn	ProjOut	Project	BldOut	Formula
NB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
	T	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
	R	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
SB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
	T	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
	R	1	34	1.00	34	1.00			34	0%	35%	3	0%	35%	9	46	34 + [3] + (9) = 46	
EB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
	T	3	1628	1.00	1,628	1.00			1628	0%	0%	0	0%	60%	16	1644	1628 + (16) = 1644	
	R	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
WB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0		
	T	3	1448	1.00	1,448	1.00			1448	0%	0%	0	0%	0%	0	1448	1448	
	R	1	29	1.00	29	1.00			29	60%	0%	5	60%	0%	16	50	29 + [5] + (16) = 50	

Intersection: Ravenswood Rd & Plaza Entrance																	4
Appr	Mvmt	Lns	Raw	SF	Adjusted	GR	Redirect	Vested	Adj Bg'd	PBIn	PBOut	Passby	ProjIn	ProjOut	Project	BldOut	Formula
NB	L	1	14	1.00	14	1.00			14	0%	0%	0	0%	0%	0	14	14
	T	1	538	1.00	538	1.00			538	0%	0%	0	0%	5%	1	539	538 + (1) = 539
	R	1	26	1.00	26	1.00			26	30%	0%	3	30%	0%	8	37	26 + [3] + (8) = 37
SB	L	1	9	1.00	9	1.00			9	10%	0%	1	10%	0%	3	13	9 + [1] + (3) = 13
	T	1	305	1.00	305	1.00			305	0%	0%	0	0%	0%	0	305	305
	R	0	19	1.00	19	1.00			19	0%	0%	0	0%	0%	0	19	19
EB	L	0	8	1.00	8	1.00			8	0%	0%	0	0%	0%	0	8	8
	T	1	2	1.00	2	1.00			2	0%	0%	0	0%	0%	0	2	2
	R	0	12	1.00	12	1.00			12	0%	0%	0	0%	0%	0	12	12
WB	L	0	16	1.00	16	1.00			16	0%	60%	5	0%	60%	16	37	16 + [5] + (16) = 37
	T	1	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	R	0	9	1.00	9	1.00			9	0%	5%	1	0%	5%	2	12	9 + [1] + (2) = 12

Project No. 25047.01.01
Intersection Volumes

Analysis Period	Factors			Pass By		Tgen		Legend
	SF	ACR	Years	Enter	Exit	Enter	Exit	
	PM Peak	1.00	2.00%	0	12	12	36	36

Backg'd + (Project) = Total

Intersection: Griffin Road & SW 30th Ave																	1
Appr	Mvmt	Lns	Raw	SF	Adjusted	GR	Redirect	Vested	Adj Bg'd	PBIn	PBOut	Passby	ProjIn	ProjOut	Project	BidOut	Formula
NB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	T	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	R	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
SB	L	1	224	1.00	224	1.00			224	0%	0%	0	5%	0%	2	226	224 + (2) = 226
	T	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	R	2	884	1.00	884	1.00			884	0%	0%	0	0%	0%	0	884	884
EB	L	1	398	1.00	398	1.00			398	0%	0%	0	0%	0%	0	398	398
	T	3	1040	1.00	1,040	1.00			1040	0%	0%	0	15%	0%	5	1045	1040 + (5) = 1045
	R	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
WB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	T	3	1930	1.00	1,930	1.00			1930	0%	0%	0	0%	15%	5	1935	1930 + (5) = 1935
	R	0	119	1.00	119	1.00			119	0%	0%	0	0%	5%	2	121	119 + (2) = 121

Intersection: Griffin Road & Ravenswood Rd																	2
Appr	Mvmt	Lns	Raw	SF	Adjusted	GR	Redirect	Vested	Adj Bg'd	PBIn	PBOut	Passby	ProjIn	ProjOut	Project	BidOut	Formula
NB	L	1	267	1.00	267	1.00			267	0%	0%	0	0%	0%	0	267	267
	T	2	155	1.00	155	1.00			155	0%	0%	0	10%	0%	4	159	155 + (4) = 159
	R	1	314	1.00	314	1.00			314	0%	0%	0	0%	0%	0	314	314
SB	L	1	315	1.00	315	1.00			315	0%	0%	0	0%	60%	22	337	315 + (22) = 337
	T	2	173	1.00	173	1.00			173	0%	0%	0	0%	0%	0	173	173
	R	1	154	1.00	154	1.00			154	0%	0%	0	0%	0%	0	154	154
EB	L	1	64	1.00	64	1.00			64	0%	0%	0	20%	0%	7	71	64 + (7) = 71
	T	3	1046	1.00	1,046	1.00			1046	0%	0%	0	0%	0%	0	1046	1046
	R	1	212	1.00	212	1.00			212	0%	0%	0	0%	0%	0	212	212
WB	L	2	515	1.00	515	1.00			515	0%	0%	0	0%	10%	4	519	515 + (4) = 519
	T	3	1589	1.00	1,589	1.00			1589	0%	0%	0	0%	20%	7	1596	1589 + (7) = 1596
	R	0	171	1.00	171	1.00			171	0%	0%	0	0%	5%	2	173	171 + (2) = 173

Intersection: Griffin Road & Plaza Entrance																	3
Appr	Mvmt	Lns	Raw	SF	Adjusted	GR	Redirect	Vested	Adj Bg'd	PBIn	PBOut	Passby	ProjIn	ProjOut	Project	BidOut	Formula
NB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	T	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	R	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
SB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	T	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	R	1	59	1.00	59	1.00			59	0%	35%	4	0%	35%	13	76	59 + [4] + (13) = 76
EB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	T	3	1712	1.00	1,712	1.00			1712	0%	0%	0	0%	60%	22	1734	1712 + (22) = 1734
	R	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
WB	L	0	0	1.00	0	1.00			0	0%	0%	0	0%	0%	0	0	
	T	3	2175	1.00	2,175	1.00			2175	0%	0%	0	0%	0%	0	2175	2175
	R	1	49	1.00	49	1.00			49	60%	0%	7	60%	0%	22	78	49 + [7] + (22) = 78

Intersection: Ravenswood Rd & Plaza Entrance																	4
Appr	Mvmt	Lns	Raw	SF	Adjusted	GR	Redirect	Vested	Adj Bg'd	PBIn	PBOut	Passby	ProjIn	ProjOut	Project	BidOut	Formula
NB	L	1	21	1.00	21	1.00			21	0%	0%	0	0%	0%	0	21	21
	T	1	358	1.00	358	1.00			358	0%	0%	0	0%	5%	2	360	358 + (2) = 360
	R	1	27	1.00	27	1.00			27	30%	0%	4	30%	0%	11	42	27 + [4] + (11) = 42
SB	L	1	17	1.00	17	1.00			17	10%	0%	1	10%	0%	3	21	17 + [1] + (3) = 21
	T	1	630	1.00	630	1.00			630	0%	0%	0	0%	0%	0	630	630
	R	0	16	1.00	16	1.00			16	0%	0%	0	0%	0%	0	16	16
EB	L	0	8	1.00	8	1.00			8	0%	0%	0	0%	0%	0	8	8
	T	1	1	1.00	1	1.00			1	0%	0%	0	0%	0%	0	1	1
	R	0	24	1.00	24	1.00			24	0%	0%	0	0%	0%	0	24	24
WB	L	0	21	1.00	21	1.00			21	0%	60%	7	0%	60%	22	50	21 + [7] + (22) = 50
	T	1	2	1.00	2	1.00			2	0%	0%	0	0%	0%	0	2	2
	R	0	19	1.00	19	1.00			19	0%	5%	1	0%	5%	1	21	19 + [1] + (1) = 21

Appendix G
Synchro Printouts & Signal Timings

HCM 7th Signalized Intersection Summary

1: Griffin Rd & 30th Ave

						
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	760	1417	756	219	101	228
Future Volume (veh/h)	760	1417	756	219	101	228
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1826	1826	1870	1811
Adj Flow Rate, veh/h	800	1492	796	231	106	240
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	5	5	2	6
Cap, veh/h	709	4048	1827	526	200	303
Arrive On Green	0.26	0.79	0.48	0.48	0.11	0.11
Sat Flow, veh/h	1781	5274	4008	1106	1781	2701
Grp Volume(v), veh/h	800	1492	687	340	106	240
Grp Sat Flow(s),veh/h/ln	1781	1702	1662	1627	1781	1351
Q Serve(g_s), s	33.0	10.8	17.2	17.5	7.1	10.9
Cycle Q Clear(g_c), s	33.0	10.8	17.2	17.5	7.1	10.9
Prop In Lane	1.00			0.68	1.00	1.00
Lane Grp Cap(c), veh/h	709	4048	1579	773	200	303
V/C Ratio(X)	1.13	0.37	0.44	0.44	0.53	0.79
Avail Cap(c_a), veh/h	709	4048	1579	773	481	729
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.89	0.89	1.00	1.00
Uniform Delay (d), s/veh	24.7	3.8	21.9	21.9	52.8	54.5
Incr Delay (d2), s/veh	75.2	0.3	0.8	1.6	2.2	4.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	36.2	3.2	6.9	7.0	3.3	3.9
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	99.9	4.1	22.6	23.5	55.0	59.2
LnGrp LOS	F	A	C	C	E	E
Approach Vol, veh/h		2292	1027		346	
Approach Delay, s/veh		37.5	22.9		57.9	
Approach LOS		D	C		E	
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	40.0	65.9			105.9	20.1
Change Period (Y+Rc), s	7.0	6.0			6.0	6.0
Max Green Setting (Gmax), s	33.0	40.0			80.0	34.0
Max Q Clear Time (g_c+I1), s	35.0	19.5			12.8	12.9
Green Ext Time (p_c), s	0.0	7.3			17.8	1.2
Intersection Summary						
HCM 7th Control Delay, s/veh			35.4			
HCM 7th LOS			D			

HCM 7th Signalized Intersection Summary

1: Griffin Rd & 30th Ave



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	760	1421	760	220	102	228
Future Volume (veh/h)	760	1421	760	220	102	228
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1826	1826	1870	1811
Adj Flow Rate, veh/h	800	1496	800	232	107	240
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	5	5	2	6
Cap, veh/h	707	4048	1827	526	200	303
Arrive On Green	0.26	0.79	0.48	0.48	0.11	0.11
Sat Flow, veh/h	1781	5274	4009	1106	1781	2701
Grp Volume(v), veh/h	800	1496	691	341	107	240
Grp Sat Flow(s),veh/h/ln	1781	1702	1662	1627	1781	1351
Q Serve(g_s), s	33.0	10.8	17.3	17.6	7.1	10.9
Cycle Q Clear(g_c), s	33.0	10.8	17.3	17.6	7.1	10.9
Prop In Lane	1.00			0.68	1.00	1.00
Lane Grp Cap(c), veh/h	707	4048	1579	773	200	303
V/C Ratio(X)	1.13	0.37	0.44	0.44	0.54	0.79
Avail Cap(c_a), veh/h	707	4048	1579	773	481	729
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.88	0.88	1.00	1.00
Uniform Delay (d), s/veh	24.8	3.8	21.9	22.0	52.8	54.5
Incr Delay (d2), s/veh	76.0	0.3	0.8	1.6	2.2	4.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	36.3	3.2	6.9	7.0	3.3	3.9
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	100.8	4.1	22.7	23.6	55.1	59.2
LnGrp LOS	F	A	C	C	E	E
Approach Vol, veh/h		2296	1032		347	
Approach Delay, s/veh		37.8	23.0		57.9	
Approach LOS		D	C		E	
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	40.0	65.9			105.9	20.1
Change Period (Y+Rc), s	7.0	6.0			6.0	6.0
Max Green Setting (Gmax), s	33.0	40.0			80.0	34.0
Max Q Clear Time (g_c+I1), s	35.0	19.6			12.8	12.9
Green Ext Time (p_c), s	0.0	7.3			17.9	1.2
Intersection Summary						
HCM 7th Control Delay, s/veh			35.5			
HCM 7th LOS			D			

HCM 7th Signalized Intersection Summary

1: Griffin Rd & 30th Ave

						
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	398	1040	1930	119	224	884
Future Volume (veh/h)	398	1040	1930	119	224	884
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1796	1856	1870	1796	1856	1870
Adj Flow Rate, veh/h	410	1072	1990	123	231	911
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	7	3	2	7	3	2
Cap, veh/h	292	2887	1857	114	597	942
Arrive On Green	0.14	0.57	0.38	0.38	0.34	0.34
Sat Flow, veh/h	1711	5233	5086	303	1767	2790
Grp Volume(v), veh/h	410	1072	1375	738	231	911
Grp Sat Flow(s),veh/h/ln	1711	1689	1702	1816	1767	1395
Q Serve(g_s), s	18.0	15.0	49.1	49.1	12.9	41.8
Cycle Q Clear(g_c), s	18.0	15.0	49.1	49.1	12.9	41.8
Prop In Lane	1.00			0.17	1.00	1.00
Lane Grp Cap(c), veh/h	292	2887	1286	686	597	942
V/C Ratio(X)	1.40	0.37	1.07	1.08	0.39	0.97
Avail Cap(c_a), veh/h	292	2887	1286	686	598	944
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.65	0.65	1.00	1.00
Uniform Delay (d), s/veh	42.8	15.2	40.4	40.4	32.8	42.3
Incr Delay (d2), s/veh	200.7	0.4	41.8	50.5	0.4	21.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	25.8	5.8	27.7	31.2	5.7	17.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	243.4	15.6	82.2	90.9	33.2	63.9
LnGrp LOS	F	B	F	F	C	E
Approach Vol, veh/h		1482	2113		1142	
Approach Delay, s/veh		78.6	85.3		57.7	
Approach LOS		E	F		E	
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	25.0	55.1			80.1	49.9
Change Period (Y+Rc), s	7.0	6.0			6.0	6.0
Max Green Setting (Gmax), s	18.0	49.0			74.0	44.0
Max Q Clear Time (g_c+l1), s	20.0	51.1			17.0	43.8
Green Ext Time (p_c), s	0.0	0.0			10.3	0.1
Intersection Summary						
HCM 7th Control Delay, s/veh			76.5			
HCM 7th LOS			E			

HCM 7th Signalized Intersection Summary

1: Griffin Rd & 30th Ave

						
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	398	1045	1935	121	226	884
Future Volume (veh/h)	398	1045	1935	121	226	884
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1796	1856	1870	1796	1856	1870
Adj Flow Rate, veh/h	410	1077	1995	125	233	911
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	7	3	2	7	3	2
Cap, veh/h	292	2887	1856	116	597	942
Arrive On Green	0.14	0.57	0.38	0.38	0.34	0.34
Sat Flow, veh/h	1711	5233	5081	307	1767	2790
Grp Volume(v), veh/h	410	1077	1380	740	233	911
Grp Sat Flow(s),veh/h/ln	1711	1689	1702	1815	1767	1395
Q Serve(g_s), s	18.0	15.1	49.1	49.1	13.1	41.8
Cycle Q Clear(g_c), s	18.0	15.1	49.1	49.1	13.1	41.8
Prop In Lane	1.00			0.17	1.00	1.00
Lane Grp Cap(c), veh/h	292	2887	1286	686	597	942
V/C Ratio(X)	1.40	0.37	1.07	1.08	0.39	0.97
Avail Cap(c_a), veh/h	292	2887	1286	686	598	944
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.64	0.64	1.00	1.00
Uniform Delay (d), s/veh	42.8	15.3	40.4	40.4	32.8	42.3
Incr Delay (d2), s/veh	200.7	0.4	43.0	51.7	0.4	21.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	25.8	5.9	27.9	31.4	5.7	17.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	243.4	15.6	83.4	92.1	33.3	63.9
LnGrp LOS	F	B	F	F	C	E
Approach Vol, veh/h		1487	2120		1144	
Approach Delay, s/veh		78.4	86.5		57.7	
Approach LOS		E	F		E	
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	25.0	55.1			80.1	49.9
Change Period (Y+Rc), s	7.0	6.0			6.0	6.0
Max Green Setting (Gmax), s	18.0	49.0			74.0	44.0
Max Q Clear Time (g_c+l1), s	20.0	51.1			17.1	43.8
Green Ext Time (p_c), s	0.0	0.0			10.3	0.1
Intersection Summary						
HCM 7th Control Delay, s/veh			77.0			
HCM 7th LOS			E			

HCM 7th Signalized Intersection Summary

2: Griffin Rd & Ravenswood Rd

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	205	1069	258	316	749	308	175	73	391	168	72	67
Future Volume (veh/h)	205	1069	258	316	749	308	175	73	391	168	72	67
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1856	1870	1870	1826	1856	1870	1870	1870	1841	1856	1826
Adj Flow Rate, veh/h	207	1080	261	319	757	311	177	74	395	170	73	68
Peak Hour Factor	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Percent Heavy Veh, %	2	3	2	2	5	3	2	2	2	4	3	5
Cap, veh/h	229	1999	626	370	1299	528	490	888	396	408	877	385
Arrive On Green	0.13	0.39	0.39	0.11	0.37	0.37	0.09	0.25	0.25	0.09	0.25	0.25
Sat Flow, veh/h	1781	5066	1585	3456	3479	1415	1781	3554	1585	1753	3526	1547
Grp Volume(v), veh/h	207	1080	261	319	723	345	177	74	395	170	73	68
Grp Sat Flow(s),veh/h/ln	1781	1689	1585	1728	1662	1571	1781	1777	1585	1753	1763	1547
Q Serve(g_s), s	18.3	26.2	19.1	14.5	27.9	28.2	11.7	2.6	39.8	11.4	2.5	5.5
Cycle Q Clear(g_c), s	18.3	26.2	19.1	14.5	27.9	28.2	11.7	2.6	39.8	11.4	2.5	5.5
Prop In Lane	1.00		1.00	1.00		0.90	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	229	1999	626	370	1240	586	490	888	396	408	877	385
V/C Ratio(X)	0.90	0.54	0.42	0.86	0.58	0.59	0.36	0.08	1.00	0.42	0.08	0.18
Avail Cap(c_a), veh/h	278	1999	626	497	1240	586	547	888	396	499	947	416
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.93	0.93	0.93	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	68.7	37.3	35.1	70.3	40.2	40.3	39.2	46.0	59.9	39.3	46.1	47.2
Incr Delay (d2), s/veh	25.8	1.0	1.9	11.2	2.0	4.3	0.4	0.0	44.3	0.7	0.0	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.0	11.2	7.8	7.0	11.9	11.7	5.3	1.2	20.9	5.1	1.1	2.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	94.5	38.2	37.0	81.5	42.2	44.6	39.7	46.0	104.3	40.0	46.2	47.5
LnGrp LOS	F	D	D	F	D	D	D	D	F	D	D	D
Approach Vol, veh/h	1548			1387			646			311		
Approach Delay, s/veh	45.6			51.8			79.9			43.1		
Approach LOS	D			D			E			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	27.6	66.7	19.7	46.0	24.1	70.1	19.9	45.8				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	25.6	47.0	22.0	40.0	23.0	49.0	19.0	43.0				
Max Q Clear Time (g_c+20), s	20.3	30.2	13.4	41.8	16.5	28.2	13.7	7.5				
Green Ext Time (p_c), s	0.2	6.9	0.3	0.0	0.6	9.0	0.2	0.7				
Intersection Summary												
HCM 7th Control Delay, s/veh	53.3											
HCM 7th LOS	D											

HCM 7th Signalized Intersection Summary

2: Griffin Rd & Ravenswood Rd

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  		  	  			 			 	
Traffic Volume (veh/h)	210	1069	258	319	754	309	175	76	391	184	72	67
Future Volume (veh/h)	210	1069	258	319	754	309	175	76	391	184	72	67
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1856	1870	1870	1826	1856	1870	1870	1870	1841	1856	1826
Adj Flow Rate, veh/h	212	1080	261	322	762	312	177	77	395	186	73	68
Peak Hour Factor	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Percent Heavy Veh, %	2	3	2	2	5	3	2	2	2	4	3	5
Cap, veh/h	234	1961	614	373	1267	514	499	888	396	419	900	395
Arrive On Green	0.13	0.39	0.39	0.11	0.36	0.36	0.09	0.25	0.25	0.09	0.26	0.26
Sat Flow, veh/h	1781	5066	1585	3456	3482	1413	1781	3554	1585	1753	3526	1547
Grp Volume(v), veh/h	212	1080	261	322	727	347	177	77	395	186	73	68
Grp Sat Flow(s),veh/h/ln	1781	1689	1585	1728	1662	1572	1781	1777	1585	1753	1763	1547
Q Serve(g_s), s	18.8	26.6	19.3	14.7	28.5	28.9	11.7	2.7	39.8	12.5	2.5	5.5
Cycle Q Clear(g_c), s	18.8	26.6	19.3	14.7	28.5	28.9	11.7	2.7	39.8	12.5	2.5	5.5
Prop In Lane	1.00		1.00	1.00		0.90	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	234	1961	614	373	1209	572	499	888	396	419	900	395
V/C Ratio(X)	0.91	0.55	0.43	0.86	0.60	0.61	0.35	0.09	1.00	0.44	0.08	0.17
Avail Cap(c_a), veh/h	278	1961	614	497	1209	572	556	888	396	498	947	416
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.93	0.93	0.93	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	68.5	38.2	36.0	70.2	41.4	41.5	39.1	46.0	59.9	38.7	45.3	46.4
Incr Delay (d2), s/veh	26.7	1.0	2.0	11.5	2.2	4.7	0.4	0.0	44.3	0.7	0.0	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.3	11.3	7.9	7.1	12.2	12.1	5.3	1.2	20.9	5.6	1.1	2.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	95.2	39.2	38.0	81.7	43.6	46.3	39.5	46.0	104.3	39.5	45.3	46.6
LnGrp LOS	F	D	D	F	D	D	D	D	F	D	D	D
Approach Vol, veh/h	1553			1396			649			327		
Approach Delay, s/veh	46.7			53.1			79.7			42.3		
Approach LOS	D			D			E			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	38.0	65.2	20.8	46.0	24.3	68.9	19.9	46.9				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	25.0	47.0	22.0	40.0	23.0	49.0	19.0	43.0				
Max Q Clear Time (g_c+20.0), s	20.8	30.9	14.5	41.8	16.7	28.6	13.7	7.5				
Green Ext Time (p_c), s	0.2	6.8	0.3	0.0	0.6	8.9	0.2	0.7				
Intersection Summary												
HCM 7th Control Delay, s/veh	54.0											
HCM 7th LOS	D											

HCM 7th Signalized Intersection Summary

2: Griffin Rd & Ravenswood Rd

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  		 	  			 			 	
Traffic Volume (veh/h)	64	1046	212	515	1589	171	267	155	314	315	173	154
Future Volume (veh/h)	64	1046	212	515	1589	171	267	155	314	315	173	154
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1796	1856	1870	1856	1856	1781	1841	1870	1826	1811	1870	1856
Adj Flow Rate, veh/h	66	1078	219	531	1638	176	275	160	324	325	178	159
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	7	3	2	3	3	8	4	2	5	6	2	3
Cap, veh/h	83	1498	469	574	1927	207	485	797	347	469	856	379
Arrive On Green	0.05	0.30	0.30	0.17	0.41	0.41	0.13	0.22	0.22	0.15	0.24	0.24
Sat Flow, veh/h	1711	5066	1585	3428	4645	498	1753	3554	1547	1725	3554	1572
Grp Volume(v), veh/h	66	1078	219	531	1190	624	275	160	324	325	178	159
Grp Sat Flow(s),veh/h/ln	1711	1689	1585	1714	1689	1766	1753	1777	1547	1725	1777	1572
Q Serve(g_s), s	6.1	30.5	18.1	24.4	50.9	51.2	19.1	5.9	32.9	23.2	6.4	13.7
Cycle Q Clear(g_c), s	6.1	30.5	18.1	24.4	50.9	51.2	19.1	5.9	32.9	23.2	6.4	13.7
Prop In Lane	1.00		1.00	1.00		0.28	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	83	1498	469	574	1401	733	485	797	347	469	856	379
V/C Ratio(X)	0.80	0.72	0.47	0.92	0.85	0.85	0.57	0.20	0.93	0.69	0.21	0.42
Avail Cap(c_a), veh/h	139	1498	469	600	1401	733	514	888	387	469	888	393
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.94	0.94	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	75.4	50.4	46.1	65.6	42.3	42.4	39.2	50.4	60.9	38.7	48.5	51.3
Incr Delay (d2), s/veh	15.1	2.8	3.1	19.9	6.6	12.0	1.3	0.1	28.0	4.3	0.1	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.1	13.4	7.6	12.3	22.5	24.8	8.5	2.7	15.6	10.5	2.9	5.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	90.5	53.3	49.2	85.5	48.9	54.3	40.5	50.5	88.8	43.1	48.6	52.0
LnGrp LOS	F	D	D	F	D	D	D	D	F	D	D	D
Approach Vol, veh/h	1363			2345			759			662		
Approach Delay, s/veh	54.4			58.6			63.2			46.7		
Approach LOS	D			E			E			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	44.7	73.4	30.0	41.9	33.8	54.3	27.4	44.5				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	43.0	57.0	24.0	40.0	28.0	42.0	24.0	40.0				
Max Q Clear Time (g_c+I1), s	43.0	53.2	25.2	34.9	26.4	32.5	21.1	15.7				
Green Ext Time (p_c), s	0.0	3.3	0.0	1.0	0.4	5.5	0.2	1.6				
Intersection Summary												
HCM 7th Control Delay, s/veh	56.7											
HCM 7th LOS	E											
Notes												
User approved pedestrian interval to be less than phase max green.												

HCM 7th Signalized Intersection Summary

2: Griffin Rd & Ravenswood Rd

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	71	1046	212	519	1596	173	267	159	314	337	173	154
Future Volume (veh/h)	71	1046	212	519	1596	173	267	159	314	337	173	154
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1796	1856	1870	1856	1856	1781	1841	1870	1826	1811	1870	1856
Adj Flow Rate, veh/h	73	1078	219	535	1645	178	275	164	324	347	178	159
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	7	3	2	3	3	8	4	2	5	6	2	3
Cap, veh/h	90	1493	467	577	1904	206	485	798	347	468	856	379
Arrive On Green	0.05	0.29	0.29	0.17	0.41	0.41	0.13	0.22	0.22	0.15	0.24	0.24
Sat Flow, veh/h	1711	5066	1585	3428	4641	501	1753	3554	1547	1725	3554	1572
Grp Volume(v), veh/h	73	1078	219	535	1196	627	275	164	324	347	178	159
Grp Sat Flow(s),veh/h/ln	1711	1689	1585	1714	1689	1765	1753	1777	1547	1725	1777	1572
Q Serve(g_s), s	6.8	30.5	18.1	24.6	51.7	52.0	19.1	6.0	32.9	24.0	6.4	13.7
Cycle Q Clear(g_c), s	6.8	30.5	18.1	24.6	51.7	52.0	19.1	6.0	32.9	24.0	6.4	13.7
Prop In Lane	1.00		1.00	1.00		0.28	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	90	1493	467	577	1385	724	485	798	347	468	856	379
V/C Ratio(X)	0.81	0.72	0.47	0.93	0.86	0.87	0.57	0.21	0.93	0.74	0.21	0.42
Avail Cap(c_a), veh/h	139	1493	467	600	1385	724	514	888	387	468	888	393
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.94	0.94	0.94	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	75.0	50.6	46.2	65.6	43.1	43.2	39.2	50.4	60.9	39.7	48.5	51.3
Incr Delay (d2), s/veh	16.8	2.9	3.2	20.3	7.3	13.2	1.3	0.1	27.9	6.2	0.1	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.4	13.4	7.6	12.4	23.0	25.3	8.5	2.7	15.6	11.6	2.9	5.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	91.8	53.4	49.3	85.8	50.4	56.3	40.5	50.6	88.8	45.9	48.6	52.0
LnGrp LOS	F	D	D	F	D	E	D	D	F	D	D	D
Approach Vol, veh/h	1370			2358			763			684		
Approach Delay, s/veh	54.8			60.0			63.2			48.0		
Approach LOS	D			E			E			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	55.5	72.6	30.0	41.9	33.9	54.1	27.4	44.6				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	13.0	57.0	24.0	40.0	28.0	42.0	24.0	40.0				
Max Q Clear Time (g_c+I), s	19.8	54.0	26.0	34.9	26.6	32.5	21.1	15.7				
Green Ext Time (p_c), s	0.0	2.6	0.0	1.1	0.3	5.5	0.2	1.6				
Intersection Summary												
HCM 7th Control Delay, s/veh	57.5											
HCM 7th LOS	E											
Notes												
User approved pedestrian interval to be less than phase max green.												

HCM 7th TWSC

3: Griffin Rd & Plaza Entrance

Intersection

Int Delay, s/veh 0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑↑	↑		↑
Traffic Vol, veh/h	0	1628	1448	29	0	34
Future Vol, veh/h	0	1628	1448	29	0	34
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	225	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	2	3	4	3	2	2
Mvmt Flow	0	1661	1478	30	0	35

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	-	0	-
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	-
Pot Cap-1 Maneuver	0	-	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	18.13
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	309
HCM Lane V/C Ratio	-	-	-	0.112
HCM Control Delay (s/veh)	-	-	-	18.1
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.4

HCM 7th TWSC

3: Griffin Rd & Plaza Entrance

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑↑	↑↑↑↑	↗		↗
Traffic Vol, veh/h	0	1644	1448	50	0	46
Future Vol, veh/h	0	1644	1448	50	0	46
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	225	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	2	3	4	3	2	2
Mvmt Flow	0	1678	1478	51	0	47
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	739
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	309
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	309
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s/v	0	0		18.74		
HCM LOS	C					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	309		
HCM Lane V/C Ratio	-	-	-	0.152		
HCM Control Delay (s/veh)	-	-	-	18.7		
HCM Lane LOS	-	-	-	C		
HCM 95th %tile Q(veh)	-	-	-	0.5		

HCM 7th TWSC

3: Griffin Rd & Plaza Entrance

Intersection

Int Delay, s/veh 0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑↑	↑		↑
Traffic Vol, veh/h	0	1712	2175	49	0	59
Future Vol, veh/h	0	1712	2175	49	0	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	225	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	2	5	4	2	2	2
Mvmt Flow	0	1747	2219	50	0	60

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	-	0	- 0 - 1110
Stage 1	-	-	- - -
Stage 2	-	-	- - -
Critical Hdwy	-	-	- - 7.14
Critical Hdwy Stg 1	-	-	- - -
Critical Hdwy Stg 2	-	-	- - -
Follow-up Hdwy	-	-	- - 3.92
Pot Cap-1 Maneuver	0	-	- 0 175
Stage 1	0	-	- 0 -
Stage 2	0	-	- 0 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	- - 175
Mov Cap-2 Maneuver	-	-	- - -
Stage 1	-	-	- - -
Stage 2	-	-	- - -

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	35.95
HCM LOS			E

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	175
HCM Lane V/C Ratio	-	-	-	0.344
HCM Control Delay (s/veh)	-	-	-	35.9
HCM Lane LOS	-	-	-	E
HCM 95th %tile Q(veh)	-	-	-	1.4

HCM 7th TWSC

3: Griffin Rd & Plaza Entrance

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑↑	↑↑↑↑	↗		↗
Traffic Vol, veh/h	0	1734	2175	78	0	76
Future Vol, veh/h	0	1734	2175	78	0	76
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	225	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	2	5	4	2	2	2
Mvmt Flow	0	1769	2219	80	0	78
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	-	1110
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	175
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	175
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	WB		SB		
HCM Control Delay, s/v	0	0		40.93		
HCM LOS	E					
Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1		
Capacity (veh/h)	-	-	-	175		
HCM Lane V/C Ratio	-	-	-	0.443		
HCM Control Delay (s/veh)	-	-	-	40.9		
HCM Lane LOS	-	-	-	E		
HCM 95th %tile Q(veh)	-	-	-	2		

HCM 7th TWSC

4: Ravenswood Rd & Plaza Entrance

Intersection												
Int Delay, s/veh	0.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	2	12	16	0	9	14	538	26	9	305	19
Future Vol, veh/h	8	2	12	16	0	9	14	538	26	9	305	19
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	150	-	175	310	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	25	2	33	6	2	22	7	3	8	22	3	16
Mvmt Flow	9	2	13	18	0	10	15	591	29	10	335	21
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	987	1016	346	978	998	591	356	0	0	620	0	0
Stage 1	365	365	-	622	622	-	-	-	-	-	-	-
Stage 2	622	651	-	356	376	-	-	-	-	-	-	-
Critical Hdwy	7.35	6.52	6.53	7.16	6.52	6.42	4.17	-	-	4.32	-	-
Critical Hdwy Stg 1	6.35	5.52	-	6.16	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.35	5.52	-	6.16	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.725	4.018	3.597	3.554	4.018	3.498	2.263	-	-	2.398	-	-
Pot Cap-1 Maneuver	206	238	632	226	244	471	1175	-	-	871	-	-
Stage 1	609	623	-	468	479	-	-	-	-	-	-	-
Stage 2	438	465	-	653	616	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	196	232	632	214	238	471	1175	-	-	871	-	-
Mov Cap-2 Maneuver	308	338	-	335	346	-	-	-	-	-	-	-
Stage 1	602	616	-	462	473	-	-	-	-	-	-	-
Stage 2	423	459	-	630	609	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s/v13.81			15.39		0.2		0.25					
HCM LOS	B		C									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1175	-	-	433	374	871	-	-				
HCM Lane V/C Ratio	0.013	-	-	0.056	0.073	0.011	-	-				
HCM Control Delay (s/veh)	8.1	-	-	13.8	15.4	9.2	-	-				
HCM Lane LOS	A	-	-	B	C	A	-	-				
HCM 95th %tile Q(veh)	0	-	-	0.2	0.2	0	-	-				

HCM 7th TWSC

4: Ravenswood Rd & Plaza Entrance

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	2	12	37	0	12	14	539	37	13	305	19
Future Vol, veh/h	8	2	12	37	0	12	14	539	37	13	305	19
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	150	-	175	310	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	25	2	33	6	2	22	7	3	8	22	3	16
Mvmt Flow	9	2	13	41	0	13	15	592	41	14	335	21
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	997	1038	346	988	1008	592	356	0	0	633	0	0
Stage 1	374	374	-	623	623	-	-	-	-	-	-	-
Stage 2	623	664	-	365	385	-	-	-	-	-	-	-
Critical Hdwy	7.35	6.52	6.53	7.16	6.52	6.42	4.17	-	-	4.32	-	-
Critical Hdwy Stg 1	6.35	5.52	-	6.16	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.35	5.52	-	6.16	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.725	4.018	3.597	3.554	4.018	3.498	2.263	-	-	2.398	-	-
Pot Cap-1 Maneuver	202	231	632	222	241	471	1175	-	-	861	-	-
Stage 1	602	618	-	467	478	-	-	-	-	-	-	-
Stage 2	437	458	-	646	611	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	191	224	632	210	233	471	1175	-	-	861	-	-
Mov Cap-2 Maneuver	302	330	-	332	343	-	-	-	-	-	-	-
Stage 1	592	607	-	461	472	-	-	-	-	-	-	-
Stage 2	419	452	-	620	601	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s/v13.94			16.85		0.19		0.36					
HCM LOS	B		C									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	1175	-	-	427	357	861	-	-				
HCM Lane V/C Ratio	0.013	-	-	0.057	0.151	0.017	-	-				
HCM Control Delay (s/veh)	8.1	-	-	13.9	16.8	9.3	-	-				
HCM Lane LOS	A	-	-	B	C	A	-	-				
HCM 95th %tile Q(veh)	0	-	-	0.2	0.5	0.1	-	-				

HCM 7th TWSC

4: Ravenswood Rd & Plaza Entrance

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	1	24	21	2	19	21	358	27	17	630	16
Future Vol, veh/h	8	1	24	21	2	19	21	358	27	17	630	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	150	-	175	310	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	38	2	13	10	2	11	14	6	4	6	4	25
Mvmt Flow	9	1	26	23	2	21	23	393	30	19	692	18
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1179	1208	701	1170	1187	393	710	0	0	423	0	0
Stage 1	738	738	-	440	440	-	-	-	-	-	-	-
Stage 2	441	469	-	730	747	-	-	-	-	-	-	-
Critical Hdwy	7.48	6.52	6.33	7.2	6.52	6.31	4.24	-	-	4.16	-	-
Critical Hdwy Stg 1	6.48	5.52	-	6.2	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.48	5.52	-	6.2	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.842	4.018	3.417	3.59	4.018	3.399	2.326	-	-	2.254	-	-
Pot Cap-1 Maneuver	142	183	421	164	188	636	836	-	-	1115	-	-
Stage 1	358	424	-	581	578	-	-	-	-	-	-	-
Stage 2	531	561	-	401	420	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	130	175	421	146	180	636	836	-	-	1115	-	-
Mov Cap-2 Maneuver	243	291	-	257	288	-	-	-	-	-	-	-
Stage 1	352	417	-	565	562	-	-	-	-	-	-	-
Stage 2	498	545	-	369	413	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s/v16.36			16.68		0.49		0.21					
HCM LOS	C		C									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	836	-	-	353	354	1115	-	-				
HCM Lane V/C Ratio	0.028	-	-	0.103	0.13	0.017	-	-				
HCM Control Delay (s/veh)	9.4	-	-	16.4	16.7	8.3	-	-				
HCM Lane LOS	A	-	-	C	C	A	-	-				
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0.4	0.1	-	-				

HCM 7th TWSC

4: Ravenswood Rd & Plaza Entrance

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	1	24	50	2	21	21	360	42	21	630	16
Future Vol, veh/h	8	1	24	50	2	21	21	360	42	21	630	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	150	-	175	310	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	38	2	13	10	2	11	14	6	4	6	4	25
Mvmt Flow	9	1	26	55	2	23	23	396	46	23	692	18
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1190	1235	701	1181	1198	396	710	0	0	442	0	0
Stage 1	747	747	-	442	442	-	-	-	-	-	-	-
Stage 2	443	488	-	739	756	-	-	-	-	-	-	-
Critical Hdwy	7.48	6.52	6.33	7.2	6.52	6.31	4.24	-	-	4.16	-	-
Critical Hdwy Stg 1	6.48	5.52	-	6.2	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.48	5.52	-	6.2	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.842	4.018	3.417	3.59	4.018	3.399	2.326	-	-	2.254	-	-
Pot Cap-1 Maneuver	140	176	421	161	186	634	836	-	-	1097	-	-
Stage 1	354	420	-	579	576	-	-	-	-	-	-	-
Stage 2	530	550	-	397	416	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	127	168	421	143	177	634	836	-	-	1097	-	-
Mov Cap-2 Maneuver	238	283	-	253	284	-	-	-	-	-	-	-
Stage 1	347	411	-	563	561	-	-	-	-	-	-	-
Stage 2	495	535	-	363	407	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s/v16.45			20.82		0.47		0.26					
HCM LOS	C		C									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	836	-	-	350	307	1097	-	-				
HCM Lane V/C Ratio	0.028	-	-	0.103	0.261	0.021	-	-				
HCM Control Delay (s/veh)	9.4	-	-	16.5	20.8	8.4	-	-				
HCM Lane LOS	A	-	-	C	C	A	-	-				
HCM 95th %tile Q(veh)	0.1	-	-	0.3	1	0.1	-	-				

Station : 3105 - Griffin Rd & SW 30 Ave (Standard File)

Phase	1 (EL)	2 (ET)	3 (SR)	4 WB	5	6	7	8	9	10	11	12	13	14	15	16
Walk		7		7												
Ped Clearance		26		32												
Min Green	4	10	6	7												
Gap Ext	1.5	3	2		3	3	1.5	2.5								
Max1	12	50	30	39												
Max2																
Yellow Clr	5	5	4	4	4	5	4	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red Clr	2	2	2	2	2	2		2	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Enable	ON	ON	ON	ON												
Auto Flash Entry				ON												
Auto Flash Exit		ON														
Non-Actuated 1																
Non-Actuated 2																
Lock Call									ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON														
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry																
Sim Gap Enable									ON	ON	ON	ON	ON	ON	ON	ON
Guar Passage																
Rest In Walk		ON														
Cond Service																
Add Init Calc																

Preemption

Channel	1	2	3	4	5	6
Lock Input	ON	ON	ON	ON	ON	ON
Override Auto Flash					ON	ON
Override Higher Preempt					ON	ON
Flash in Dwell						
Link to Preempt						
Delay						
Min Duration						
Min Green	6	6	6	6		6
Min Walk						
Ped Clear						
Track Green						1
Min Dwell	8	8	8	8		8
Max Presence	180	180	180	180		180
Track Veh 1						9
Track Veh 2						
Track Veh 3						
Track Veh 4						
Dwell Cyc Veh 1		2	3			1
Dwell Cyc Veh 2						
Dwell Cyc Veh 3						
Dwell Cyc Veh 4						
Dwell Cyc Veh 5						
Dwell Cyc Veh 6						
Dwell Cyc Veh 7						
Dwell Cyc Veh 8						
Dwell Cyc Veh 9						
Dwell Cyc Veh 10						
Dwell Cyc Veh 11						
Dwell Cyc Veh 12						
Dwell Cyc Ped1						
Dwell Cyc Ped2						
Dwell Cyc Ped3						

Preempt LP

Channel	1	2	3	4
Min				
Max				
Enable				
Lock Mode	MAX	MAX	MAX	MAX
Coord in Preempt				
No Skip				
Priority P1				
Priority P2				
Priority P3				
Priority P4				
Lock				
Headway				
Group Lock				

Dwell Cyc Ped4						
Dwell Cyc Ped5						
Dwell Cyc Ped6						
Dwell vPed7						
Dwell Cyc Ped8						
Exit 1		3	1			2
Exit 2						
Exit 3						
Exit 4						

Queue Jump				
Free Mode				
Alt Table				

Prepared By

Date Implemented

Reviewed By

Traffic Engineer

Coordination

[illegible]

Station : 3105 - Griffin Rd & SW 30 Ave (Standard File)

[illegible]

Scheduler

[illegible]

User Comments:

Station : 3029 - Griffin Rd & Ravenswood Rd (Standard File)

Phase	1 (EL)	2 (WT)	3 (SL)	4 (NT)	5 (WL)	6 (ET)	7 (NL)	8 (ST)	9	10	11	12	13	14	15	16
Walk		7		5		7		5								
Ped Clearance		23		32		23		35								
Min Green	5	12	4	6	5	12	4	6								
Gap Ext	1.5	3	1.5	2	1.5	3	1.5	2								
Max1	18	50	15	25	20	50	15	25								
Max2																
Yellow Clr	5	5	4	4	5	5	4	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red Clr	2	2	2	2	2	2	2	2	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Enable	ON	ON	ON	ON	ON	ON	ON	ON								
Auto Flash Entry				ON				ON								
Auto Flash Exit		ON				ON										
Non-Actuated 1																
Non-Actuated 2																
Lock Call	ON				ON				ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry				ON				ON								
Sim Gap Enable									ON	ON	ON	ON	ON	ON	ON	ON
Guar Passage																
Rest In Walk		ON				ON										
Cond Service																
Add Init Calc																

Preemption

Channel	1	2	3	4	5	6
Lock Input	ON	ON	ON	ON	ON	ON
Override Auto Flash					ON	
Override Higher Preempt					ON	
Flash in Dwell						
Link to Preempt						
Delay						
Min Duration						
Min Green	6	6	6	6	6	6
Min Walk						
Ped Clear						
Track Green						
Min Dwell	8	8	8	8	8	8
Max Presence	180	180	180	180	180	180
Track Veh 1						
Track Veh 2						
Track Veh 3						
Track Veh 4						
Dwell Cyc Veh 1	4	2	3	2	4	1
Dwell Cyc Veh 2	8	6	8	5	7	6
Dwell Cyc Veh 3						
Dwell Cyc Veh 4						
Dwell Cyc Veh 5						
Dwell Cyc Veh 6						
Dwell Cyc Veh 7						
Dwell Cyc Veh 8						
Dwell Cyc Veh 9						
Dwell Cyc Veh 10						
Dwell Cyc Veh 11						
Dwell Cyc Veh 12						
Dwell Cyc Ped1						
Dwell Cyc Ped2						
Dwell Cyc Ped3						

Preempt LP

Channel	1	2	3	4
Min				
Max				
Enable				
Lock Mode	MAX	MAX	MAX	MAX
Coord in Preempt				
No Skip				
Priority P1				
Priority P2				
Priority P3				
Priority P4				
Lock				
Headway				
Group Lock				

Dwell Cyc Ped4						
Dwell Cyc Ped5						
Dwell Cyc Ped6						
Dwell vPed7						
Dwell Cyc Ped8						
Exit 1	1	3	4	2	4	2
Exit 2	5	7	8	6	8	6
Exit 3						
Exit 4						

Queue Jump				
Free Mode				
Alt Table				

Prepared By

Date Implemented

Reviewed By

Traffic Engineer

Coordination

[illegible]

[illegible][illegible]

User Comments:

Corporation

INDEMNIFICATION AGREEMENT

(Encroachment - Utility Easement)

Property Address: 2081 GRIFFIN ROAD, DANIA BEACH, FL 33315

Property Legal Description: AIRPORT COMMERCE CENTER PLAT 175-38 B PORTION PARCEL A DESC AS
COMM AT NE COR PAR A, SW 349.01 ALG N/L, TO POB, SW 270.89, SE 262.19,
SW 101.24, SE 51.18, NE 311.48, NW 224.01, SW 29.64, NW 194 TO POB AKA:
HOTEL ONE PARCEL

Description of Improvements: Tesla Electric Vehicle Charging Station

I/We, heirs and successors in title, do hereby agree that it will be my/our responsibility to maintain or remove the "Improvements" at our expense and at no cost to the County; should the County require same to be done for use of the Easement. I/We, further agree to indemnify and save harmless the County, its agents or employees for all suits and actions of every name and description which may result from or on account of any injuries or damages received by any person, persons or property, caused directly or indirectly as a result of the "Improvements" being within the easement.

This Indemnification Agreement shall be binding upon the property Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Broward County.

(signed by property owner on the following page)

APPROVED BY Broward County Water and Wastewater Services

Telephone 954-831-0741

2555 West Copans Road, Pompano Beach, Florida 33069

Signature:



Date:

September 26, 2023

Type Name:

Nick Economos, Jr.

IN WITNESS WHEREOF property owner has caused its corporate name to be hereunto signed by its proper officers thereunto duly authorized.

Corporate Name: GRIFFIN ROAD ONE LLC

Signature: *Nick Economos, Jr.*

Type Name: Nick Economos, Jr.

Title: Manager

Address: 225 NE MIZNER BLVD, STE 430
BOCA RATON, FL 33432

ATTEST (not required if witnessed below)

Corporate Secretary
Signature: _____

(CORPORATE SEAL)
(not required if digitally signed by Secretary)

Typed Name: _____

WITNESSES (not required if attested by Secretary above)

Witness One
Signature: *Alexander Clarke*

Witness One
Typed Name: Alexander Clarke
225 NE Mizner Blvd, Ste 430
Bocar Raton, FL 33432

Witness Two
Signature: *Daphne Rodriguez*

Witness Two
Typed Name: Daphne Rodriguez
225 NE Mizner Blvd, Ste 430
Bocar Raton, FL 33432

ACKNOWLEDGEMENT

State of: Florida ☒
County of: Palm Beach

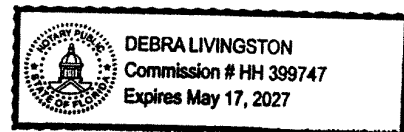
Date: September 27/23

The foregoing instrument was acknowledged before me this date by Nick Economos
, officer (or agent) of the above named corporation on behalf of the corporation. He she
personally known ☒ Type of Identification Produced: _____

Notary Signature: *Debra Livingston*

Type Name: Debra Livingston

(NOTARY SEAL)
(not required if digitally signed by Notary)



MEMORANDUM

Date: April 3, 2025

To: Nthan Kreuser, PE, Dewberry Engineers Inc.

From: Donald Bieger, Senior Project Manager, Dewberry Engineers Inc.

Subject: Tesla Site – Stormwater System

Message:

The information provided in this memorandum pertains to the proposed impervious area for the Tesla Site. The proposed work on site includes 1,311 sf (0.03 ac) of impervious area, below is the breakdown of impervious area. The additional impervious area has been simulated in ICPR 4.0 in addition to the existing site to review any changes. Our review has resulted in deeming that the additional area to the stormwater system has no adverse effects on the existing stormwater system.

ADA Accessible area = 237sf + 50sf sidewalk, = 287sf

West strip foundations = 108+153+192+81 = 534sf

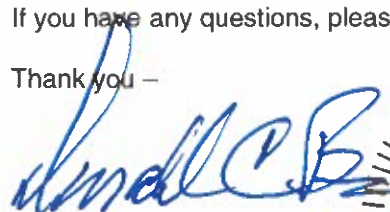
Foundations transformers = 78+78 = 156sf

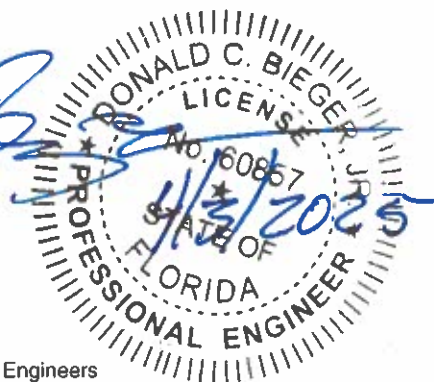
Cabinet foundations = 189 + 145 = 334sf

Total impervious added = 1,311 SF

If you have any questions, please contact me at 689-206-9337.

Thank you –


Donald C. Bieger, P.E.
Dewberry Engineers Inc.

**CC:**

Derek Staat, Dewberry Engineers
Nathan Kreuser, Dewberry Engineers
Permit File

Mackey, Jessica

From: Gabriela Araque <garaque@tesla.com>
Sent: Thursday, May 29, 2025 1:40 PM
To: Mackey, Jessica; sherylblasi@comcast.net; Sal Pira; dlam@ep-hotels.com; Tessa Sanchez; Diana Slobodian [I]
Cc: Batista, Viviana Claudia; Heidi Henderson; 'Kreuser, Nathan'; Shayne Hastings; David Hernandez; Lajoie, Corinne
Subject: RE: Tesla Supercharger - Fort Lauderdale - 2081 Griffin Rd, Dania Beach

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.

Hi Jessica,

Per our conversation regarding to the community meeting, Tesla has a strict public speaking policy, which makes it difficult for us to accommodate this request. However, members of the community are welcome to attend the zoning hearing if they wish to provide public comments.

Please advise.

Thanks!
Gabriela Araque

Sr. Design Engineer
3500 Deer Creek Rd, Deer Creek, CA 94304
E. garaque@tesla.com T. 786.400.7836

T E S L A

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From: Mackey, Jessica <jmackey@daniabeachfl.gov>
Sent: Tuesday, May 27, 2025 2:27 PM
To: Gabriela Araque <garaque@tesla.com>; sherylblasi@comcast.net; Sal Pira <spira@tesla.com>; dlam@ep-hotels.com
Cc: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>; Heidi Henderson <HHenderson@cgasolutions.com>; 'Kreuser, Nathan' <nkreuser@Dewberry.com>; Shayne Hastings <shastings@tesla.com>; David Hernandez <davidhernandez@tesla.com>; Lajoie, Corinne <clajoie@daniabeachfl.gov>
Subject: RE: Tesla Supercharger - Fort Lauderdale - 2081 Griffin Rd, Dania Beach

Hi Gabriela,

If you still plan to apply for a variance, then everything is okay and the comment is approved. I wasn't sure if you changed course because you cited Code Section 265-189, which previously would have allowed the location of the ESVE in the landscape buffer.

Thanks for checking.



Jessica Mackey, Planner

jmackey@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd., Dania Beach, FL, 33004

Phone: 954.924.6800, x3639



R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Gabriela Araque <garaque@tesla.com>

Sent: Tuesday, May 27, 2025 2:03 PM

To: Mackey, Jessica <jmackey@daniabeachfl.gov>; sherylblasi@comcast.net; Sal Pira <spira@tesla.com>; dlam@ep-hotels.com

Cc: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>; Heidi Henderson <HHenderson@cgasolutions.com>; 'Kreuser, Nathan' <nkreuser@Dewberry.com>; Shayne Hastings <shastings@tesla.com>; David Hernandez <davidhernandez@tesla.com>; Lajoie, Corinne <clajoie@daniabeachfl.gov>

Subject: Re: Tesla Supercharger - Fort Lauderdale - 2081 Griffin Rd, Dania Beach

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.

[@dlam@ep-hotels.com](mailto:dlam@ep-hotels.com), Please see email below and advise.

@'Mackey, Jessica', I am bit confused by your comment below regarding comment #4. We addressed the landscape buffer, and we are submitting a variance for it. Could you please confirm whether this comment is approved as is.

As I understand it, the only variance we are requesting is for the landscape buffer. or let me know if there is another outstanding variance we need to address.

Thanks!

Gabriela Araque

Sr. Design Engineer

3500 Deer Creek Rd, Deerk Creek, CA 94304

E. garaque@tesla.com T. 786.400.7836

T E S L A

From: Mackey, Jessica <jmackey@daniabeachfl.gov>
Sent: Tuesday, May 27, 2025 12:21 PM
To: Gabriela Araque <garaque@tesla.com>; sherylblasi@comcast.net <sherylblasi@comcast.net>; Sal Pira <spira@tesla.com>
Cc: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>; Heidi Henderson <HHenderson@cgasolutions.com>; 'Kreuser, Nathan' <nkreuser@Dewberry.com>; Shayne Hastings <shastings@tesla.com>; David Hernandez <davidhernandez@tesla.com>; Lajoie, Corinne <clajoie@daniabeachfl.gov>
Subject: RE: Tesla Supercharger - Fort Lauderdale - 2081 Griffin Rd, Dania Beach

Hi Gabriela,

I visited the site this morning and saw that the fence has been removed, however, the storage containers have been moved to the northeast corner of the property. The property owner will need to legalize those containers following [Code Sec. 105-90\(G\)\(3\)](#), if they wish to use them for storage before the item goes to public hearing, or remove them completely. That comment still stands.

In addition, it looks like water-weighted bins and caution tape have been installed on the site where the fence used to be. Is the purpose of the bins/tape to “reserve the site” for the future Tesla project. As of now, it should be an open parking area, same as all the other parking areas.

I also saw that the owner has installed new concrete pads on several landscape areas within the parking lots. What is the purpose of the concrete pads and are they intended to remain? Any impervious surface that is “formally installed” changes pervious calculations as well as landscape calculations, and will need to be reflected on the site plan modification.



Comments #1-3 have been addressed.

Regarding Comment #4, a variance to install concrete pads/mechanical equipment in the permitter landscape buffer per Code Section 275-120 is still required. As we discussed last week, code sections that apply specifically to electric vehicle charging stations no longer apply as the state has preempted local regulations for EV charging stations.

Please let me know what the owner intends to do with the storage containers and concrete pads.



Jessica Mackey, Planner

jmackey@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd., Dania Beach, FL, 33004

Phone: [954.924.6800](tel:954.924.6800), x3639



R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Gabriela Araque <garaque@tesla.com>

Sent: Friday, May 23, 2025 5:28 PM

To: Mackey, Jessica <jmackey@daniabeachfl.gov>; sherylblasi@comcast.net; Sal Pira <spira@tesla.com>

Cc: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>; Heidi Henderson <HHenderson@cgasolutions.com>; 'Kreuser, Nathan' <nkreuser@Dewberry.com>; Shayne Hastings <shastings@tesla.com>; David Hernandez <davidhernandez@tesla.com>

Subject: RE: Tesla Supercharger - Fort Lauderdale - 2081 Griffin Rd, Dania Beach

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.

Understood. I already spoke to the LL, and he is currently reviewing these two items.

Attached is the revised CDs, along our response to the comments noted below in blue.

1. Page SP-2: Per Code Section 635-50, include the zoning of the subject site and adjacent properties. Must include City of Dania Beach zoning (e.g., IROM, C-2), not the use codes from Broward County Property Appraiser. Revise the site plan accordingly. **Fourth time requested** See sheet SP-2, Zoning Data Table updated to include City of Dania Beach zoning codes as requested.
2. Per Code Section 511-40 (C) , Industrial Design Standards Where hedges are utilized and adequate space exists, a tiered effect is required. The existing 8' hedge must be maintained to have a tiered effect. **Second time requested.** A **variance** is required if the code cannot be met. See sheet LS-1 & LS-2, Existing hedge identified with reference to newly added note 6 stating "Existing hedge shall be maintained in accordance with code section 511-40 (C) and section 275-90(C)(c). "
3. Per Code Section 275-90 (C)(c), for industrial properties, on a the site of a building providing vehicular use area, where such area will not be entirely screened visually by an intervening building or structure from any abutting right-of-way or adjacent property, there shall be provided landscaping between such area and such abutting right-of-way or property as follows: ... a continuous hedge, wall or other durable landscape barrier shall be placed no closer to the VUA than five (5) feet and shall be maintained at three (3) feet minimum height, but not higher than five (5) feet above the adjacent VUA and the abutting property. Second time requested. The existing 8' hedge must be maintained to meet the height requirement. A **variance** is required if the code cannot be met See sheet LS-1 & LS-2, Existing hedge identified with reference to newly added note 6 stating "Existing hedge shall be maintained in accordance with code section 511-40 (C) and section 275-90(C)(c). "
4. Proposed location of the concrete pad encroaches in the Perimeter Landscape Buffer per Code Section 275-120. A **variance** is required. Acknowledged. See sheets LS-1 & LS-2. 10' Landscape Buffer dimension shown along with 8'-6" dimension behind concrete pad to landscape buffer boundary. Proposed concrete pad encroaches approximately 1'-6" into landscape buffer. Additionally, Section 265-189.B.d. states "EVSE must be concealed from the road right-of-way by landscape or other means and may be permitted in landscape and utility buffers, subject to prior approval of city staff."

Please let me know if you have any additional questions.

Thanks!

Gabriela Araque

Sr. Design Engineer

3500 Deer Creek Rd, Deerk Creek, CA 94304

E. garaque@tesla.com T. 786.400.7836

T E S L A

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From: Mackey, Jessica <jmackey@daniabeachfl.gov>

Sent: Friday, May 23, 2025 3:18 PM

To: sherylblasi@comcast.net; Gabriela Araque <garaque@tesla.com>; Sal Pira <spira@tesla.com>

Cc: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>; Heidi Henderson <HHenderson@cgasolutions.com>; 'Kreuser, Nathan' <nkreuser@Dewberry.com>; Shayne Hastings <shastings@tesla.com>; David Hernandez <davidhernandez@tesla.com>

Subject: RE: Tesla Supercharger - Fort Lauderdale - 2081 Griffin Rd, Dania Beach

Hi Sheryl and Gabriela,

All variances must be received concurrently with the site plan modification in process in order to be reviewed by the City Commission at the same time. If the landlord is the one taking care of the variances for the landscape requirements previously stated, they must be submitted concurrently. The application for the concrete pad must be submitted with the final submittal (final plans and all tier 1 comments addressed).

The application should indicate "Proposed concrete pad for EV charging mechanical equipment encroaches in the Perimeter Landscape Buffer per Code Section 275-120".

The public outreach meeting needs to be conducted prior to the item to be heard by the Commission. Understanding time constraints, I suggest you aim to complete all items for the July 8th City Commission Meeting. The deadline to submit for this meeting is June 6th.

2051 GRIFFIN ROAD LLC
2550 MIAMI RD
FORT LAUDERDALE, FL 33316

2080 GRIFFIN HOLDINGS LLC
4014 CHASE AVE STE 220
MIAMI BEACH, FL 33140

2149 KUSHCH LAND TR
KUSHCH, ALEXANDER & CONNIE TRSTEE
2149 SW 47 ST #1 4
FORT LAUDERDALE, FL 33312

APPLE TEN HOSPITALITY OWNERSHIP
INC
814 E MAIN ST
RICHMOND, VA 23219

AVJ DEVELOPMENT LLC
300 SUNNY ISLES BLVD APT 4-2403
SUNNY ISLES BEACH, FL 33160

BANYAN BAY MARINE CENTER LLC
1815 CORDOVA RD #202
FORT LAUDERDALE, FL 33316

BERTRAM, LAURA BURKE
2249 SW 47 ST
FORT LAUDERDALE, FL 33312

BLUESTAR MARINE HOLDINGS LLC
231 SW 28 ST
FORT LAUDERDALE, FL 33315

BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE, FL 33301

C & L SUNSHINE ENTERPRISES INC
121 SE 1 AVE
DANIA BEACH, FL 33004

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

CITY OF DANIA BEACH
PLANNING & ZONING MGR
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT ASSIST. DIR.
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

CLMIA LLC
4470 ANGLERS AVE
FORT LAUDERDALE, FL 33312

COHEN, ELAN
3375 N COUNTRY CLUB DR #604
MIAMI, FL 33180

COHEN, MIRYAM & ASHER
2233 SW 47 ST
FORT LAUDERDALE, FL 33312

CSX TRANSPORTATION INC
500 WATER ST
JACKSONVILLE, FL 32202

DEER PROPERTIES LLC
601 SWEET BAY AVE
PLANTATION, FL 33324

DEER PROPERTIES LLC
601 SWEET BAY
PLANTATION, FL 33324

DEER PROPERTIES LLC
580 ANSIN BLVD
HALLANDALE BEACH, FL 33009

DERNIER MINUTE INTERESTS, LLC
%BASS PRO OUTDOOR WORLD
2500 E KEARNEY
SPRINGFIELD, MO 65989

EV 2281 LLC
3233 NE 163 ST STE 600
MIAMI, FL 33160

FLL AIRPORT LODGING LLC
3785 NW 82 AVE STE 204
MIAMI, FL 33166

FLORIDA DEPT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
3400 W COMMERCIAL BLVD
FORT LAUDERDALE, FL 33309

FORT LAUDERDALE COURTYARD LLC
2999 NE 191 ST STE 800
AVENTURA, FL 33180

G&I IX 2200 SW LLC
%RYAN LLC
PO BOX 20197
ATLANTA, GA 30325

GONZALEZ HERNANDEZ, ASMIRIAN H/E
2210 SW 46 CT #1-2
FORT LAUDERDALE, FL 33312

GRIFFIN LKS COMM DEV DISTRICT
% GMS-SF
5385 N NOB HILL RD
SUNRISE, FL 33351

GRIFFIN PROPERTY INVESTMENT LLC
2109 GRIFFIN RD
FORT LAUDERDALE, FL 33312

GRIFFIN ROAD ONE LLC
% ECONOMOS MANAGEMENT INC
225 NE MIZNER BLVD #430
BOCA RATON, FL 33432

GRIFFIN ROAD THREE LLC
% NICHOLAS ECONMOS SR
225 NE MIZNER BLVD
BOCA RATON, FL 33432

GRIFFIN ROAD TWO LLC
% NICHOLAS ECONOMOS SR
225 NE MIZNER BLVD #430
BOCA RATON, FL 33432

HUMANE SOCIETY OF BROWARD COUNTY
ATT: PRESIDENT
2070 GRIFFIN ROAD
FORT LAUDERDALE, FL 33312

INTERMARINE INC
320 N FEDERAL HWY
DANIA BEACH, FL 33004

JOSEPH, MOSES
2270 SW 46 CT
FORT LAUDERDALE, FL 33312

KABESA, SHIMON SHIMI
808 SW 29 ST
FORT LAUDERDALE, FL 33315

KAL 101 LLC
3484 SW 53 CT
FORT LAUDERDALE, FL 33312

KRESPI, YITZCHAK OFER
2165 SW 47 ST #1-2
FORT LAUDERDALE, FL 33312

LA BRANCHE, BERBELIE
2220 SW 46 CT #1-2
FORT LAUDERDALE, FL 33312

LARRIVEE, PAULINE LEVESQUE &
LEVESQUE-DIPASQUO, ANDREE
6410 NW 57 CT
TAMARAC, FL 33321

MELANIE ALSTON HOLDINGS
THREE LLC
11352 W STATE RD 84 #80
DAVIE, FL 33325

POINTER FAM REV LIV TR
POINTER, DEAN A TRS
27125 VILLARRICA DR
PUNTA GORDA, FL 33983

PRICE, ANGELA F
2724 NE 26 AVE
FORT LAUDERDALE, FL 33306

PUBLIC LAND
% CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

SAHRIFEH, NASER & JEAN
886 SW 191 LN
PEMBROKE PINES, FL 33029

SDS DEVELOPMENT AND TRUST LLC
5256 SW 38 AVE
FORT LAUDERDALE, FL 33312

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
801 NW 33 ST
POMPANO BEACH, FL 33064

TABIB REV TR
TABIB, BARUCH TRSTEE
PO BOX 816601
HOLLYWOOD, FL 33081

THE VILLAS AT HARBOR ISLES CONDO ASSOC
2317 CLIPPER PL
FORT LAUDERDALE, FL 33312

TKG-STORAGEMART PARTNERS
PORTFOLIO LLC
215 N STADIUM BLVD STE #207
COLUMBIA, MO 65203

WHITE OAK VENTURES CO
2500 E KEARNEY ST
SPRINGFIELD, MO 65898

WILLIAMS, FRANK L III & PATRICIA
2164 SW 47 ST
FORT LAUDERDALE, FL 33312



City of Dania Beach Community Development Memorandum

DATE: 7/8/2025

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-039-24: The applicant, the City of Dania Beach is proposing to amend the City's Public Art contribution requirements (Second Reading).

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.

Budgetary Impact

Approval of the text amendment will ensure the financial stability of the Public Art Fund.

Recommendation

Public Art Advisory Board

On September 16, 2024, the Public Art Advisory Board discussed increasing the Public Art fee to one percent (1%) and unanimously approved the request.

Planning and Zoning Board Recommendation

On June 18, 2025, the Planning and Zoning Board recommended denial to the City Commission (3:1 vote to deny; Robertson – no to deny, Garnett – recused, Wright – yes to deny, De la Salas – yes to deny, Rouhe – yes to deny).

City Commission Previous Action

On June 24, 2025, the City Commission approved the item on first reading.

Department Recommendation

The Department recommends approval of the ordinance on second and final 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 June 24, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: Vice Mayor Salvino

Second by: Commissioner Lewellen.

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Order ID: 7831321

* Agency Commission not included

GROSS PRICE * : **\$241.70**

PACKAGE NAME: SSC_Notice of Public Meeting

Order ID: 7831321

* Agency Commission not included

GROSS PRICE * : \$241.70

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

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Zone: Full Run

Color Spec. B/W

Preview

Order ID: 7831321

* Agency Commission not included

GROSS PRICE * : \$241.70

PACKAGE NAME: SSC_Notice of Public Meeting

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

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

DATE: Tuesday, July 08, 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-039-24: The applicant, the City of Dania Beach, is proposing an amendment to the City's Public Art contribution. (Second Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING 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.

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 amend the current Public Art contribution.
Hearing Date & Time: July 08, 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
6/23/2025 7831321



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2025.

Attachments: Form Designating Voting Delegate



**2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

17TH ANNUAL SOUTHEAST FLORIDA CLIMATE LEADERSHIP SUMMIT



December 16–17, 2025

West Palm Beach, FL

SPONSORSHIP PROSPECTUS



Why Become a Sponsor?

Overview

The Southeast Florida Regional Climate Change Compact and Palm Beach County are proud to host the 17th Annual Southeast Florida Climate Leadership Summit at the Palm Beach County Convention Center on December 16–17, 2025. The Compact is a partnership of Palm Beach, Broward, Miami-Dade, and Monroe counties that helps South Florida continue to thrive while facing shared climate change challenges.

This Summit is a key opportunity for sharing innovative ideas, displaying successful climate initiatives, and fostering collaboration among leaders from various sectors. Attendees include government officials, scientists, nonprofit organizations, business leaders, indigenous representatives, academia, youth, media, community leaders, and international organizations. Their diverse expertise is essential for designing comprehensive policies, exchanging knowledge, and enhancing regional and global cooperation. The Summit will highlight impactful projects for immediate implementation, encourage valuable networking and strategic planning, and leverage collective insights to tackle pressing South Florida climate issues.

Benefits of Sponsorship:

Connect with top experts driving climate adaptation and resilience across Southeast Florida and be part of groundbreaking change

Expand your network and expose your team to new collaboration opportunities in Southeast Florida

Engage with the Southeast Florida Regional Climate Change Compact community during networking events, including lunch, refreshment breaks, social functions, and the Welcome Reception

Highlight your products and services in the exhibit area, positioning your organization as a climate solutions leader

Gain widespread exposure through an extensive promotional campaign leading up to the summit



Sponsorship Opportunities

Sponsoring at the Summit provides your organization with opportunities to promote products and services to leaders who are making key decisions about climate resiliency investments throughout South Florida. Sponsor attendees will meet and collaborate with other visionary leaders who are working to help South Florida continue to thrive while addressing climate change impacts.

Benefits at Each Sponsorship Level	Diamond \$20,000+	Platinum \$15,000+	Gold \$10,000+	Silver \$5,000+	Bronze \$2,500+
Amount of complimentary registrations to attend the event	5	4	3	2	1
Complimentary tabletop display space in exhibit area	2 Tables (Preferred placement)	2 Tables (Preferred placement)	1 Table	1 Table	1 Table
Exclusive sponsor of the Welcome Reception					
Recognition on sponsor signage during the Welcome Reception					
Logo featured on Front Page of Website as a Premium Sponsor					
Logo to appear on custom beverage napkin during Welcome Reception					
Logo prominently displayed on a photo backdrop					
A brochure insertion in attendee packets (Printing & delivery costs covered by sponsor)					
Exclusive Recognition Page on web site with representative's photo, contact listing, electronic brochure, and video					
Recognition as a sponsor & the opportunity for a sponsor representative to join the moderator on stage during the Stretch Break					
Recognition on sponsor signage during Group Luncheons					
Enhanced ad on event app					
Social media shoutout on the PBC Office of Resilience accounts					
Acknowledgement at the opening and closing sessions					
Recognized in the WHOVA app					
Registration list (Post-summit)					
Listed in the tabletop directory					
Logo displayed on Summit website					
Logo displayed on sponsor signage at the conference					
Logo displayed in publicity emails					

Friends of the Climate Summit (\$1,000-2,499)

Your sponsor logo on the conference website and in publicity emails.

Not Seeing the Perfect Package? If you are interested in contributing in a way not listed in our sponsorship options, please contact [Hunter Perez](#). We would be happy to create a custom sponsorship option to best fit your organization.



Sponsor Display Information

A limited amount of space is available for sponsors confirmed at the Bronze Level and higher to set up table-top displays in the pre-function and refreshment break area.

Sponsor Display Set-up & Removal Times

Move-in Displays:	Monday, December 15, 2025	2:00pm–5:00pm
Move-out Displays:	Wednesday, December 17, 2025	4:00pm–6:00pm

Important Items to Note:

- Space is limited. You will be provided with a quantity of 6' tables based on your level of sponsorship, and up to two chairs per table.
- Each 6' table comes with a cube of displayed space equal to 6' wide by 6' deep, which includes a 4' high back wall of drape behind the table.
- Pop-up banners may be used, as long as they fit within the cube of space (on top of or behind the table).
- If you plan to put pop-up banners behind your table, make sure your graphics department knows important content should appear at the top of the banner.
- Additional costs may be incurred should you require electricity. Wifi will be provided.
- Display placement is determined by the organizers, unless your sponsorship benefit states otherwise.
- Your table(s) will be identified with a tent card.
- Tabletop displays are meant to serve as a forum to share informational materials.
- A representative does not need to be stationed at the table at all times. The times most effective for attendee interaction are during early morning refreshments, daily a.m. and p.m. breaks.
- Individuals assisting with setting up the display, but not remaining at the summit, do not need to register. Otherwise, all display staff and sponsor representatives must be fully registered to attend.
- If you wish to bring informational materials, we expect approximately 950 attendees.
- Displays must be removed promptly at the conclusion of the event, and all items left behind will be discarded.



Benefits of Sponsorship

1

PROMOTION

Sponsors participating in the summit will have a strong local presence in a major showcase thanks to the media impact of the event.

2

NETWORKING

As a large climate conference with a local focus this event will attract climate action change makers and leaders from across the region.

3

BUSINESS GENERATION

Given the large number of participants from a wide range of fields, the summit is a unique occasion to generate new business opportunities.

4

KNOWLEDGE

Attendees will hear from experts in the field discussing emerging topics and regional initiatives, successes and challenges.

Become a Sponsor Today!

Important Items to Note

- All sponsor representatives (including those receiving the complimentary registration benefit) need to register for the event if they wish to attend. Completion of the sponsorship commitment form does not count as an event registration.
- Sponsorships will be confirmed on a first-come, first-served basis and upon receipt of payment, but the sooner you confirm your support, the sooner your organization starts being recognized in our publicity emails and on the web site. Sponsorship payments must be received by **Friday, November 7, 2025** to be recognized in print.
- All terms of participation are outlined in the [Sponsor Terms of Agreement](#). Should Acts of God, natural or public health emergencies preclude this event from being held in-person, sessions will be held virtually via Zoom and sponsorships will remain intact.



Thank You Sponsors!

On behalf of the organizers, thank you for taking the extra step to collaborate with us by becoming a sponsor. This event would not be possible without your support!

Questions about the Summit?

Hunter Perez | Coordinator | hunterperez@ufl.edu

Kimberly Brand | Registration | kimmer72@ufl.edu





City of Dania Beach Community Development Memorandum

DATE: 7/8/2025

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: Selection of a preferred list of artists who responded to the City's Creative Visions Call for Artist for implementation of the City's Public Art Plan goals.

Request:

Selection of a preferred list of artists to the City's Creative Visions Call for Artist Qualifications and Concepts for implementation of the City's Public Art Plan goals.

Background:

On February 1, 2025, the Call for Artist Qualifications and Concepts was published with an anticipated maximum project budget of \$50,000 per artist project. A total of thirty (30) submittals were received upon closures of the Call on March 28, 2025. On May 19, 2025, the Public Art Advisory Board selected eight (8) artists whom they would like to request full proposals. The eight (8) artists selected are identified below.

The selected artists are presented in alpha order by last name, not priority order.

- Xavier Cortada
- Sonata Kazimieratiene
- Sujin Lim
- Russell Mason
- Nat Mohler
- OSRS Murals
- Timothy Robert
- Jason Tetlak

Staff is requesting detailed proposals from each of the first eight (8) selected artists. Three of the proposals will be selected by the Public Art Advisory Board (PAAB) for City Commission approval, which will then move to contracting phase. Staff will advise the PAAB that the selected artist projects be in different parts of the City, since the genesis of this initiative was to promote geographic equity of artworks throughout the City. Priority will be given to innovative

and unique temporary public art installations. Each artist will be paid \$500 for submittal of their detailed proposal.

All of the Creative Visions Proposals will be kept for future project considerations.

Budgetary Impact

Shall not exceed \$100,000 for the 2024/2025 years. Shall not exceed \$100,000 for the 2025/2026 years.

Recommendation

City Commission to approve the preferred list of eight (8) artists to move forward with requesting proposals.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CREATION OF A SHORT LIST OF ARTISTS FROM THE “CREATIVE VISION” CALL TO ARTISTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 1, 2025, the City Commission published the Creative Visions Call to Artists, to create a list of qualified artists for implementation of the City’s Public Art Plan;

WHEREAS, on March 28, 2025, the open Call to Artist closed thirty (30) artist applications in response to the open Call to Artists; and

WHEREAS, on May 19, 2025, the Public Art Advisory Board (PAAB) selected the first eight (8) artists to work with from the thirty (30) artist submissions received; and

WHEREAS, the eight (8) artists selected by the PAAB include:

- Nate Mohler
- Sonata Kazimieratiene
- Sujin Lim
- OSRS Murals
- Jason Tetlak
- Russell Mason
- Timothy Robert
- Xavier Cortada; and

WHEREAS, PAAB requests that the City Commission approve the “short list” of artists; and

WHEREAS, the shortlisted artists would then be tasked with proposing art pieces consistent with the City’s Public Art plan, which the PAAB would review and provide recommendations to the City Commission for two or three art works to be commissioned; and

WHEREAS, final decision on art pieces and contracting will be the decision of the City Commission;

WHEREAS, the PAAB and the City Administration request that the City Commission approve the “short list” of artists.

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a specific part of this Resolution.

Section 2. That the City Commission adopts the short list of artists as identified in this Resolution to work with the PAAB and administration in proposing two to three works of art consistent with the City’s Public Art plan.

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

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

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

NATE MOHLER



NATE MOHLER

I believe Dania Beach would be perfect for a temporary installation series I'm working on called **Solar Obelisks**—a field of semitransparent and refractive light sculptures crafted from **recycled plastic**, designed to be both visually striking and environmentally conscious. Each obelisk is 3D printed and embedded with addressable LEDs and sound, programmed with ambient light sequences that shift subtly throughout the day. The sculptures are weatherproof, modular, and self-contained, intended to spark curiosity and offer a peaceful gathering space. Beyond aesthetics, the piece celebrates renewable energy and circular design by integrating solar-powered lighting systems in collaboration with Solar Punks.



Solar Obelisks

Solar Obelisks are a series of illuminated sculptures that serve as planetary antennas— harvesting solar power during the day and glowing with stored energy at night. Made from recycled PLA and fabricated using a large-format robotic arm 3D printer, each obelisk varies in form, size and style, with a couple crowned by a radiant, Chihuly-inspired “solar flare.” Installed on water, their reflections create a dynamic interplay of light and water, evoking the presence of unseen cosmic forces. The work channels the back and forth relationship between earth and sun, human and nature—echoing ancient monuments that once marked time, light, and spiritual alignment. Born and raised in Los Angeles, Mohler draws from the legacy of the California Light and Space Movement. Solar Obelisks reimagine perception through the lens of environmental consciousness and renewable energy. Like James Turrell and Helen Pashgian before, the project explores how transparent materials and light can elicit emotion, space, and awareness—but with a contemporary twist: the use of sustainable materials, solar power, and digital fabrication. These glowing totems become symbols of both technological progress and ecological reverence—embodying the sun’s radiance as a poetic ritual and a call for planetary reflection.



Culver Current is a permanent public art Installation located in the Dale Jones Courtyard of Culver City Hall.



“Questions for the Curious Orchard” by Nate Mohler, is a site-specific public art installation

SONATA

KAZIMIERATIENE



SONATA

I propose a vibrant, collaborative mosaic mural titled "**The Ocean in a Drop,**" inspired by Rumi's quote: *"You are not a drop in the ocean; you are the entire ocean in a drop."*

This poetic metaphor, paired with the ripple effect concept, lies at the heart of the design. The mural will celebrate both the uniqueness of the individual and the creative power of a connected community—mirroring the city's evolving identity and its relationship to the natural marine environment.

Project Vision & Flexibility:

This artwork is **location-flexible** and adaptable in scale and budget, depending on the final dimensions and site selected. The concept is suitable for any large, publicly visible exterior wall or facade. It will feature hundreds of hand-crafted ceramic circles made by local participants. These "drops" will radiate outward like ripples, forming an abstract oceanic image that evokes unity, movement, and collective expression.

Community Engagement:

A central pillar of this project is deep, inclusive community participation. I will lead a series of workshops in collaboration with city partners, schools, and local organizations. Participants of all ages will be invited to design their own ceramic "drop," imprinting their stories through texture, symbols, drawings, or patterns. These pieces will be professionally glazed, fired, and permanently installed as part of the final mural. This process invites personal reflection, celebrates identity, and fosters civic pride while creating a legacy artwork that belongs to everyone.

Medium & Site Requirements:

- Material: Kiln-fired ceramic tile and glazes, designed for long-term outdoor durability
- Construction: Hand-built ceramic pieces assembled into a cohesive large-scale design
- Installation: Secure, weather-resistant mounting suitable for exterior use

The ceramic medium is naturally weatherproof and highly durable. **There are no specific site requirements** for the mural beyond a suitable surface for mounting. However, **art lighting would enhance visibility after sunset**, highlighting the texture and depth of the ceramic work and extending the public's ability to enjoy the piece into the evening hours.

Why Dania Beach:

This mural aligns with your goals to enhance public spaces, promote artist-led engagement, and celebrate Dania Beach's unique coastal identity. It is not just a visual statement but a participatory experience, rooted in inclusivity, expression, and lasting connection.

Thank you for considering my proposal. Warm regards,



SUJIN LIM



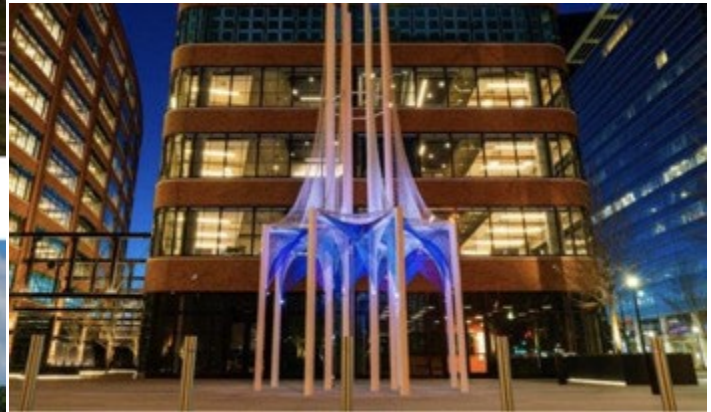
Project Statement and Description

For the Creative Visions: Dania Beach Public Art Initiative, I propose a permanent public sculpture titled ***Silver Lining with Corals***. This work consists of a cloud shaped human body accompanied by two small coral shaped pieces. The human form suggests a dreamer thinking, while the coral shapes evoke the beauty of marine ecosystems, offering a quiet tribute to Dania Beach's natural environment and cultural spirit.

The installation is designed for a prominent and accessible outdoor location such as a public park, near a civic building, or along a neighborhood pathway. It is intended as a long term presence that invites people to sit nearby, reflect, take photos, or gather around. Fabricated in durable, weather resistant materials, the sculpture will be built to withstand environmental exposure and continuous public interaction. Lighting elements may be included to gently illuminate the work at night, enhancing its visibility and atmosphere.

Community connection is central to this project. Prior to installation, I hope to collaborate with local organizations, schools, or storytellers to host short workshops or conversations around memory, dreams, and the sea.

\While the call emphasizes temporary projects, this proposal demonstrates how a permanent sculpture can achieve similar goals through subtle and enduring engagement.



OSRS MURALS





OSRS has (2) concepts to propose. The first is a TOURISM SERIES mural. These follow a formula we have developed that incorporates large dimensional letters of a location surrounding by imagery that represents that location. These are a more community engaged mural in that color schemes and imagery elements can be decided via community poles/meetings. The second concept is a

CREATIVE AESTHETIC mural. This mural will be based on the creative look our company has come up with to represent ourselves, “our look” if you will. This can also contain community engagement elements by having community members supply bullet points for us to use in our designing. We have PDF portfolios to include that represent both concepts. Both concepts can be made to fit most any wall space, and the bigger the better.

We do not incorporate any electrical elements into our murals, so power is not necessary. Our install time is based on the size of the wall, rarely do we exceed 2-5 day install times given our highly professional five member install team. The design process is more significant and carries a 30–90 day window based on back and forth with community members.



JASON TETLAK





PROJECT STATEMENT

Jason Tetlak

My concept for this project consists of a 3-dimensional version of my red-reveal artwork. This style of painting allows me to hide messages or images in the art which can only be seen with the use of a red filter. For this project I would have an 8 x 8 foot cube constructed which I would then paint with four different images.

In order for the public to see the hidden messages I would then install red viewing windows nearby for people to randomly find and use, essentially creating a hide and seek or scavenger hunt style game to encourage people to search out the next window in order to see the hidden messages.

These hidden windows would be made of red acrylic and could be temporarily fashioned to existing structures like sign poles, trees, and fences using straps that can be easily removed when the project is over.

Sample artwork



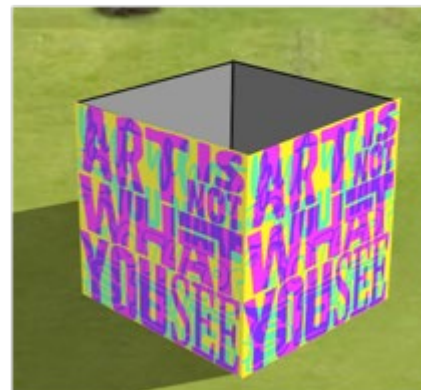
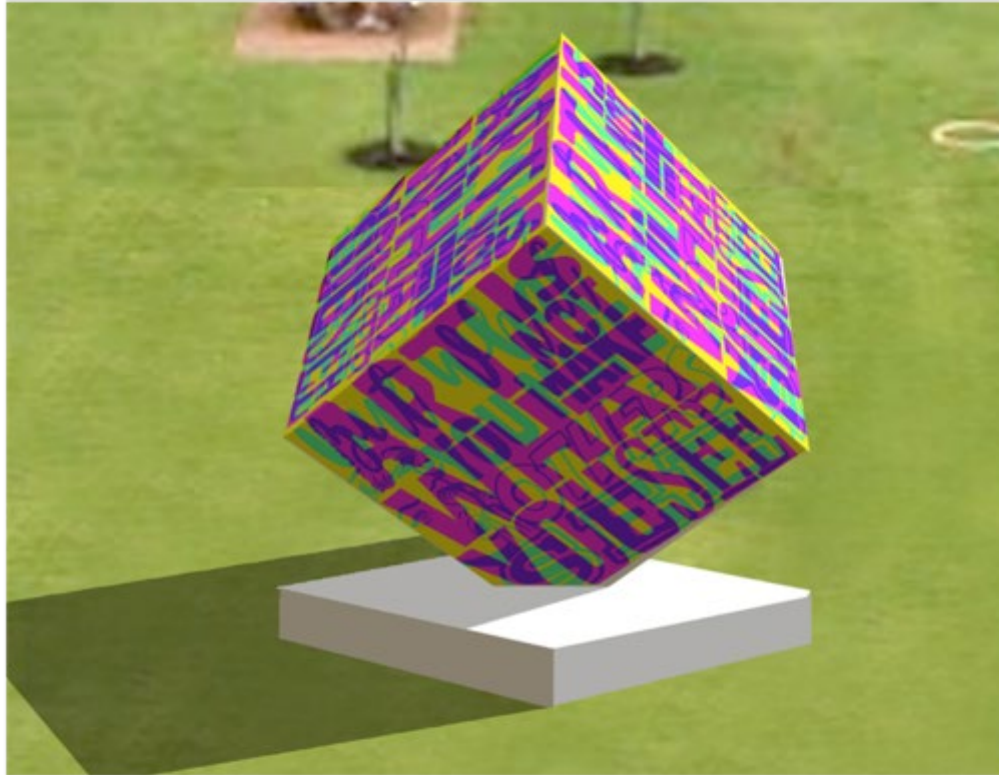
Sample artwork viewed with red filter





PROJECT STATEMENT

The image below shows a mock up of the proposed project with two alternate shapes for the structure. For illustrative purposes the same image is used on all sides, but the final install would use different images on each side.



RUSSELL MASON



Applicant Information

SUBMITTED BY



Russell Mason Art

Manlius, NY

In my artistic journey, I find profound inspiration in the transformative power of large- scale murals, a canvas that extends beyond conventional boundaries to resonate with diverse communities across the country. My passion lies in using vibrant colors and bold strokes to convey narratives that celebrate the rich tapestry of human experiences. Collaboration is at the heart of my creative process, as I engage with communities to co- create murals that reflect their unique stories and identities.

COMPANY NAME

--

JOB TITLE

Mural Artist

PROJECTS POSTED

6

CONTACT NUMBER

315-744-8474

EMAIL ADDRESS

karmapolicy100@yahoo.com

WEBSITE

www.russellmasonart.com

Letter of Interest

Dear Dania Beach Public Art Hiring Committee,

My name is Russell Mason, thank you for considering my application to create a vibrant mural in your beautiful beach town. As an experienced, local mural artist I have completed many large scale murals nearby to Dania Beach, I am eager to bring my expertise as a muralist to your esteemed city.

I have had the privilege of collaborating with various business and government entities to design and execute murals that not only beautify spaces but also convey meaningful messages. I believe that such a mural has the potential to inspire locals and visitors alike, fostering a sense of pride in the community values upheld by Broward County.

Enclosed with this letter are samples of my previous work, which demonstrate my proficiency in translating ideas into engaging visual stories. I am confident that my artistic vision, combined with my commitment to professionalism and collaboration, would make a positive impact on the neighborhood.



Envision Hotel
36'x14' Acrylic
Miami, FL

Envision Hotel
Miami, US-FL
COMPLETION DATE



368 Ninth ave
40'x15' Acrylic on metal
New York, NY

TIMOTHY ROBERT



I am a public artist using realism and shifting perspective to create immersive, painted environments. My work fuses together multiple viewpoints into a cinematic story that explores the perception of our surroundings. Luminous skies and dramatic viewing angles capture the public's attention, while enigmatic storylines inspire further investigation. Realistic, larger-than-life characters in extreme perspectives are used to create a 3-D depth that pops out of the frame. My murals are filled with a plethora of details and hidden gems, so every time viewers see it, they will notice a new part of the story. They are pieces that spark many conversations, giving viewers a new sense of wonder and possibility.

In my site-specific murals, trompe l'oeil illusions combined with exaggerated depth of field set the stage for audience engagement. The images focus on the aesthetics of the local community, incorporating recognizable city structures into a kaleidoscopic landscape. The scenes are designed to inspire viewers to take a second look at the familiar world with fresh eyes and imagine what it is like to see from a different perspective.



Upside Downtown Jax: Jacksonville Jaguars Mural

Jacksonville, US-FL

COMPLETION DATE

2022

BUDGET

\$37000 USD

DIMENSIONS (HEIGHT X WIDTH X DEPTH)

30ft x 415ft x 0ft

CLIENT

Jacksonville Jaguars, NFL

MEDIUM/ DESCRIPTION/ NARRATIVE

A mural depicting football, and the surrounding city of Jacksonville, all seen from an extreme low-angle perspective.



: Salinas-Alisal Freeway Underpass Mural

salinas, US-CA

COMPLETION DATE

2022

BUDGET

\$280000 USD

DIMENSIONS (HEIGHT X WIDTH X DEPTH)

17ft x 375ft x 0ft

CLIENT

CalTrans, State of California

MEDIUM/ DESCRIPTION/ NARRATIVE

A mural showcasing farm-workers and residents of Salinas, CA.

XAVIER CORTADA



XAVIER CORTADA- The Underwater: Dania Beach

Through ***The Underwater: Dania Beach***, I propose a participatory, multi-phase public art activation that spans murals, temporary installations, pop-ups, and a culminating permanent sculpture—all designed to build environmental awareness and encourage civic engagement around climate change and sea level rise.

At the heart of the project is a simple but powerful act—**displaying one’s elevation above sea level**. Participants will be invited to claim a free, customized ***Underwater Yard Sign*** that displays their home’s or business’s elevation. These elevation markers feature a background image of one of my original **Antarctic Ice Paintings**, created using ice and sediment collected during a National Science Foundation expedition to the South Pole. The signs also include a **QR code**, allowing anyone who sees them to scan and instantly access educational resources. Working in close collaboration with the **Cortada Foundation**, we will stage temporary pop-up events across the city under the banner of “**Elevation Station**” — a mobile education and art-making hub. These activations can appear at the **Dania Beach Pier, Frost Park**, and especially **Dania Pointe** during events like the Night Market and Family Sundays on the Lawn. At these events, residents can learn their elevation, personalize their yard sign, get a “HELLO my elevation is _____” sticker, win a limited-edition ***Underwater*** t-shirt, and join the citywide public art intervention. We will also engage local volunteers to work with **Dania Beach businesses**—particularly in Dania Pointe—to display elevation signs in their front windows or green space.

Alongside these distributed markers, we will install Underwater-themed banners along US-1 and other key streets to spark awareness. Finally, the project will culminate in the creation of a **permanent sculpture**, crafted from powder-coated aluminum, that memorializes the city’s current elevation and celebrates those who took part. This public artwork could be placed at **City Hall** or **Frost Park**, and will serve as a lasting educational landmark..

Community Engagement

Community engagement is integral. Our **Elevation Station** pop-ups will serve as interactive hubs where residents can learn and participate, while the yard signs, stickers, and t-shirts act as both educational tools and visual statements. By decentralizing the artwork across yards, parks, and businesses, we create a citywide gallery that makes climate science visible in everyday spaces.

Throughout the project, we will work in collaboration with **local schools, volunteers, and nonprofit partners** to ensure inclusive engagement and broad participation, especially in neighborhoods not typically included in creative programming.



RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE DANIA BEACH, FLORIDA, PERTAINING TO RESOLUTION 2024-79, WHICH MODIFIED RESOLUTION 28-85, AND PRESCRIBES RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS; AMENDING THE RULES TO LIMIT THE NUMBER OF PRESENTATIONS REQUESTED BY ELECTED OFFICIALS TO TWO, PER MEETING, WITH NO TIME LIMIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff periodically updates its procedures, working towards best practices for the expedient, transparent and efficient addressing of City business; and

WHEREAS, The City Commission desires to amend the Rules of Procedure for meetings so as to limit the number of presentations requested by elected officials from one to two, with no time limit; and

WHEREAS, the City seeks to create rules relating to presentations during City Commission meetings.

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

Section 1. Attached and incorporated by reference as Exhibit 1, are the proposed amended Rules for City Commission meetings.

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 this Resolution shall be effective 10 days after passage.

SIGNATURE PAGE TO FOLLOW

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 1

AMENDED RULES FOR CITY COMMISSION MEETINGS

Section 1. AUTHORITY

1.1 Charter: The Charter of the City of Dania Beach provides that: “The Commission shall prescribe its own rules, regulations and order of business, and shall keep minutes of its proceedings”. (Part II, Article 7, Section 5) Accordingly, the following rules shall take effect immediately upon adoption by the City Commission and shall remain in effect until such time as new rules are adopted by the City Commission.

Section 2. DEFINITIONS

2.1: For the purpose of these rules the word “Mayor” shall include the Vice Mayor and the Mayor pro tem, when appropriate; the word “Commission” shall mean City Commission; and the word “City” shall mean the City of Dania Beach, Florida.

Section 3. GENERAL RULES

3.1 Meetings to be Public: All official meetings of the Commission, except where state and local law allows executive sessions for certain limited topics, shall be public. The minutes of the proceedings, except those for the said executive sessions, shall be open to public inspection. Public meetings may include virtual public meetings, with appearances by elected officials and the public by virtual means. A majority of all members of the City Commission shall constitute a quorum.

3.2 Quorum and Vote: A majority of all members of the City Commission shall constitute a quorum but a less number may adjourn from day to day and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of three (3) members shall be necessary to pass any ordinance on a reading or adopt a resolution, and the passage of all ordinances and resolutions shall be taken by yeas and

nays and entered upon the minutes. (Part II, Article 7, Section 6, City Charter). The City may convene a quorum, virtually, as provided under the City Charter and City Code.

3.3 Minutes of Proceedings: An account of all proceedings of the commission shall be kept by the City Clerk.

3.4 Ordinances and Resolutions Confined to One Subject: Each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. (Section 166.041(2), Florida Statutes)

3.5 Right of Floor: Any member desiring to speak shall be recognized by the Mayor and shall confine his or her remarks to the subject under consideration or to be considered.

3.6 City Manager: The City Manager shall attend all meetings of the Commission unless excused. The City Manager may make recommendations to the Commission and shall have the right to take part in all discussions of the Commission but shall have no vote.

3.7 City Attorney: The City Attorney shall attend all meetings of the Commission unless excused and shall, upon request, give opinions, either written or oral, on questions of law. The City Attorney shall act as the Commission's parliamentarian.

3.8 City Clerk: The City Clerk shall attend all meetings of the Commission unless excused and shall keep the official minutes and perform such other duties as may be required.

3.9 Officers and Employees: Department heads of the City, when there is pertinent business from their departments on the agenda, shall attend such Commission meetings when requested by the City Manager. The police chief or a designated subordinate shall attend all Commission meetings.

3.10 Rules of Order: "Roberts Rules of Order Revised" shall govern the proceedings of the commission in all cases, unless they are in conflict with these rules.

3.11 Presentations: Each Commissioner presentation should be limited to two presentations, per Commissioner, per meeting with no time limit as to the presentation. ~~no more than seven (7) minutes per presentation, and one presentation per meeting.~~ The Administration is not limited in time or number of presentations but shall taken into consideration the length of the agenda before scheduling presentations. Waiver of these rules shall require a motion and vote of the Commission.

3.12 Backup Documents. Consistent with the requirements of Broward County Section 1.07, which provides, that all municipalities shall provide all notices, agendas, and “available” back up materials at least 48 hours in advance, the City Commission shall require back up on all presentations, agenda items, discussion items, etc. for the City Commission meetings be provided in advance, and as part of the agenda back up, or at a minimum, distributed to city commission and available to the public at least 48 hours in advance of the meeting to which the item is to be approved, discussed or presented. Failure to provide back up shall result in the item not being heard, and the item will be rescheduled for a future agenda, once the back up is available. This requirement can only be waived by a 4/5 vote of the City Commission.

Section 4. TYPES OF MEETINGS

4.1 Regular Meeting: The Commission shall meet in the Commission Chambers for regular, adjourned and special meetings. The regular Commission meetings are to commence at 7:00 P.M., on the second and fourth Tuesday of each month, unless otherwise specified at least two (2) weeks in advance.

4.2 Biennial Organizational Meeting: On the first Tuesday following each biennial regular election, the City Commission shall meet at the usual place for holding the meetings of the legislative body of the City, at which time the newly elected City Commissioners shall take the

prescribed oaths of office and assume the duties of their respective offices. (Part II, Article 7, Section 1, City Charter)

4.3 Special Meeting to Seat a New Member: On the first Monday following the election of a new member, elected at other than a bi-ennial regular election, the Commission shall meet to receive such new member. (Part II, Article 7, Section 2, City Charter)

4.4 Special Meetings: The Mayor, any two (2) members of the City Commission or the City Manager may call special meetings of the City Commission upon at least six (6) hours written notice to each member, the City Manager, City Clerk, and City Attorney, served personally or delivered electronically via e-mail. The regularity or validity of any proceedings, taken at any special meeting at which a majority of members of the City Commission and the City Clerk are present shall not be questioned on account of any omission or irregularity in calling such a special meeting. The call for a special meeting shall specify the day, the hour and the location of the special meeting and shall list the subject or subjects to be considered. Only such business may be transacted at a special meeting as may be listed in the call for said meeting or an incident thereto.

4.5 Adjourned Meetings: Any meeting of the Commission may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next regular meeting.

4.6 Workshop Meetings: The Commission may meet informally in workshop meetings (open to the public) at the call of the Mayor, or any two (2) members of the Commission or City Manager, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive similar information from the City Manager. No vote or polling of the Commissioners shall be taken at said workshop meetings.

4.7 Emergency Meetings: Emergency meetings may be held on the call of the Mayor, two (2) members of the Commission or the City Manager whenever there is a public emergency affecting life, health property or the public peace, and whenever practicable, upon no less than one (1) hour notice to each member and the public.

4.8 Attendance of Media at Commission Meetings: All official meetings of the City Commission and its committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Section 5. PRESIDING OFFICER

5.1 Running the Meetings: The mayor-commissioner, if present, shall preside at all meetings of the commission. In the absence of the mayor, the vice mayor shall preside. In the absence of the mayor and the vice mayor, any member of the city commission may be designated as mayor pro tem for such meeting. The mayor shall have a vote in the proceedings of the city commission and shall vote last upon roll call. (Part III, Article 2, Sections 2 & 3(a), City Charter)

5.2 Call to Order: The meetings of the Commission shall be called to order by the Mayor, or in his or her absence, by the Vice Mayor. In the absence of both the Mayor and the Vice Mayor, the meeting shall be called to order by the City Clerk for the selection of a Mayor pro tem from any of the Commissioners present.

5.3 Preservation of Order: The Mayor shall preserve order and decorum; and, confine the debate of the Commissioners and the public to the question under discussion.

5.4 Points of Order: The Mayor shall determine all points of order, subject to the rights of any member to appeal to the Commission. If any appeal is taken, the question shall be, "Shall the decision of the Mayor be sustained?"

5.5 Questions to be Stated: The Mayor shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken for the adoption of an ordinance or resolution. A roll call vote may be taken on matters other than ordinances and resolutions upon the request of any member of the Commission.

5.6 Substitution for Mayor: The Mayor may call on the Vice Mayor to temporarily conduct the meeting in order to make a motion. Such substitution shall not continue beyond the action on that motion.

Section 6. ORDER OF BUSINESS AND AGENDA

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

1. Call to Order/Roll Call
2. Moment of Silence and Pledge of Allegiance
3. Presentations and Special Event Approvals
4. Proclamations
5. Administrative Reports
6. Public Safety Reports
7. Citizens' Comments
8. Consent Agenda
9. Bids and Requests for Proposals
10. Quasi-Judicial Hearings
11. First Reading Ordinances
12. Second Reading Ordinances
13. Discussion and Possible Action
14. Appointments
15. Commission Comments
16. Adjournment

6.2 Agenda: The order of business of each meeting shall be as contained in the agenda prepared under the direction of the City Manager or his designee. The agenda shall be a listing by topic of subjects to be considered by the Commission and shall be delivered to members of the Commission each Thursday preceding the meeting to which it pertains.

6.3 Presentation by Members of Commission: The agenda shall provide a time when the mayor or any Commissioner may bring before the Commission any business that he/she feels should be deliberated upon by the Commission. The matters need not be specifically listed on the agenda, but formal action on such matters shall be deferred until a subsequent Commission meeting, except that immediate action may be taken upon a vote of a majority of all members of the Commission present.

6.4 Approval of Minutes: The minutes of a Commission meeting may be approved on the consent agenda if the City Clerk previously furnished each member with a copy thereof.

Section 7. ORDINANCES, RESOLUTIONS AND MOTIONS

7.1 Form: Ordinances and resolutions shall be presented to the commission in printed or electronic form.

7.2 City Attorney to Approve: All ordinances and resolutions shall be "Approved as to Form and Correctness" by the City Attorney. Such approval shall be so indicated by signature on the last page of the ordinance or resolution once approved and/or adopted by the City Commission,.

7.3 City Manager to Review: All ordinances and resolutions shall be reviewed by the City Manager. Such review shall be so indicated by recommendation included in the agenda backup material presented to the Commission.

7.4 Distribution of Ordinances and Resolutions: The city manager or his designee shall have copies of all proposed ordinances prepared for distribution to all members of the Commission with the agenda backup material for the Commission meeting at which the ordinance is to be introduced.

7.5 Ordinances Deferred, Emergencies: Ordinances introduced at a commission meeting on first reading shall not be finally acted upon no sooner than the next official meeting of the

commission; except that an emergency ordinance may be acted upon on first and second readings at the same meeting by an affirmative vote of at least two-thirds (four [4] members) of the commission.

7.6 Reading by Title Only: Upon being introduced, each proposed ordinance shall be read by title only, unless any member of the Commission requests a full reading of the ordinance.

7.7 Consideration of Ordinances: Each proposed ordinance shall be read by title or in full two times. Except in case of a bill for an emergency ordinance, not more than one such reading shall be on the same day, and at least ten (10) days shall elapse between introduction and final passage.

7.8 Recording of Votes: The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Commission. (Section 166.041(4), Florida Statutes)

7.9 Majority Vote Required: An official vote of a majority of a quorum present is necessary to pass a motion, except that 2/3 (4 members) of the membership of the Commission is required to adopt an emergency ordinance.

7.10 Tie Vote: In the event of a tie in votes on any motion, the motion shall fail.

7.11 Numbering Ordinances and Resolutions: Upon passage, a number shall be assigned to each ordinance or resolution by the City Clerk.

7.12 Ordinance and Resolution Passage Procedure: When passed by the Commission, all ordinances and resolutions shall be signed by the Mayor and be attested by the City Clerk and it shall be immediately filed and thereafter preserved in the office of the City Clerk.

7.13 Requests for Ordinances or Legal Opinions: Any member of the City Commission may request the City Manager to have prepared proposed ordinances with such ordinances to be

placed on the agenda of the next scheduled Commission meeting, provided the ordinance can be drafted and distributed to members of the Commission in accordance with time schedules set forth in 7.4 of these rules, Any member of the City Commission may request verbal or written legal opinions relating to City business from the City Attorney.

7.14 Voting Conflicts: No member of the City Commission may vote in his or her official capacity upon any measure which insures to his/her special private gain and shall, prior to the vote, publicly state to the assembly, the nature of his/her interest in the matter from which he/she is abstaining and within fifteen (15) days after the vote, file a memorandum of voting conflict with the City Clerk who shall incorporate it into the minutes.

Section 8. CREATION OF COMMITTEES, BOARDS & COMMISSIONS

8.1 Citizen Committees, Boards and Commissions: The Commission may create committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Commission may specify not inconsistent with the City Charter or City Code.

8.2 Membership and Selections: Membership and selection of members shall be as provided by the Commission if not specified by the City Charter or City Code. Any committee, board or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Commission. No committee so appointed shall have powers other than advisory to the Commission, except as otherwise specified by the City Charter or City Code. A volunteer membership list shall be established and distributed to the City Commission to aid in their selection of board, committee and commission members.

8.3 Removal of Members of Boards, Committees and Commissions: The Commission may remove any member of any board, committee or commission which it has created or as created by the City Charter by a vote of at least a majority of the Commission.

Section 9. CITIZEN'S COMMENTS AS AN AGENDA ITEM

9.1 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 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.

Comments may be heard virtually when there is a need for City Hall and the Commission Chambers to be closed to the public.

There are many airborne illnesses which people can contract by virtue of being in close contact with one another and therefore, as on ongoing exercise of the general police power and proprietary authority of the City, the City may from time to time, through the powers granted to the City Manager, require that certain health measures be implemented, regardless of the existence of any emergency order(s). Therefore, the City Manager may close Commission Chambers to public participation and may instead authorize virtual attendance and participation of employees

and the public at large at City Commission meetings. The City Commission may appear virtually at the public meeting. The City Manager may require visitors to City Hall, whether to individual departments or to Commission Chambers, to be temperature checked, may require masks to be worn, and may require social distancing of six (6) feet to be maintained between persons. Failure to comply with these measures after advance warning will result in a request to leave the premises and if there is no compliance, removal of the employee or member of the public failing to comply with the temperature checks, mask requirements, or social distancing may be undertaken.

9.2 Manner of Addressing the Commission - Time Limit: Each person addressing the Commission shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit his/her comments to three minutes. All remarks shall be addressed to the Commission as a body and not to any member thereof. No person other than members of the Commission, City Manager and the person having the floor shall be permitted to enter into any discussion, either directly or through the members of the Commission. When requested by any member of the Commission, the City Manager, City Attorney, as well as staff members, may enter into discussion. No questions shall be asked by the Commissioners, except through the Mayor.

9.3 Personal and Slanderous Remarks: Any person making personal, impertinent slanderous remarks, or who shall become boisterous, while addressing the Commission, may be required to leave the meeting and may be barred by the Mayor from further audience before the Commission.

9.4 Reading of Protests: Interested persons or their authorized representatives, may address the Commission for the reading of protests, petitions, or communications relating to any matter

over which the Commission has control when the item is under consideration by the Commission, if a majority of the Commission present agrees to let them be heard.

9.5 Written Communications: Interested parties or their authorized representatives, may address the Commission by written communication in regard to any matter concerning the City's business or over which the Commission has control at any time by direct mail, electronic mail, or by addressing such communication to the City Clerk who will distribute copies of same to the Commissioners.

Section 10. SUSPENSION AND AMENDMENT OF THESE RULES

10.1 Suspension of These Rules: Any provision of these rules not governed by the City Charter, State Statutes or City Code, may be temporarily suspended by a vote of a majority of the Commission.

10.2 Amendment of These Rules: These rules may be amended or new rules adopted, by a majority vote of all members of the Commission, provided that the proposed amendments or rules shall have been introduced into the record at a prior Commission meeting.



City of Dania Beach City Attorney Memorandum

DATE: 7/8/2025

TO: Mayor and Commissioners

FROM: Eve Boutsis, City Attorney

VIA:

SUBJECT: Access to Construction Site of Gymnasium at CW Thomas Park for Tamara James

Request:

Former Mayor Tamara James is requesting access to the Gymnasium as it is being built.

Enclosed is the form "Construction Site Access Waiver" form to be completed by Former Mayor James and any other persons going on site. I do not have any information on who will be going on site.

The City Administration has not authorized persons to visit active construction sites. It is a City Commission decision to entertain the request.

Background:

N/A

Budgetary Impact

No budgetary impact anticipated. The property would be placed back on the tax rolls.

Recommendation

N/A

WAIVER OF LIABILITY AND RELEASE

Visitor Name (print): _____
Full Mailing Address: _____
Email Address: _____
Phone _____
Emergency Contact Person: _____
Emergency Contact Phone: _____

Construction Program: Gymnasium

Construction sites to visit located at CW Thomas Park, in the City of Dania Beach, Florida, located at approximately 800 NW 2nd Street, Dania Beach, Florida.
Owner: City of Dania Beach

The Undersigned has requested to be permitted access to the Construction Sites for the above-named Construction Program. The Undersigned agrees and represents that he/she is aware that there are ongoing construction activities at the Construction Sites. The Undersigned further agrees and represents that construction sites are a dangerous environment, including the above-referenced Construction Site, despite the precautions for safety taken by the City of Dania Beach and its Contractor, its subcontractors, or others performing work at the construction site. In consideration of being granted the right to access the Construction Sites, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for himself and for his personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. The Undersigned acknowledges that he/she fully understands that construction and other activities at the Construction Sites are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) **RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE**, the City of Dania, any contractor or subcontractor or person engaged by any of them to perform any work or services at the Construction Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Releasees") from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from the Undersigned's presence at the Construction Site.
3. The Undersigned **ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON OR HIS DEATH** or damage to his/her property, whether caused by the negligence of the Releasees or otherwise, occurring during or as a result of the Undersigned's presence at the Construction Site.
4. To the fullest extent permitted by law, the Undersigned shall indemnify, defend and hold harmless the City of Dania Beach any contractor or subcontractor or person engaged by any of them to perform any work or services at the Construction Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Indemnitees"), from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, arising out of or resulting from the Undersigned's presence at the Construction Site. This indemnity obligations shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist under law except to the extent that it is caused by the sole negligence of any party indemnified hereunder in which case this obligation shall not apply relative to such indemnified party.
5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Construction Site and that he/she has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.
6. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to his/her presence at the Construction Site.
7. The Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

Signed Visitor Name: _____ **Date:** _____