CITY COMMISSION MEETING AGENDA

City Commission Chambers

September 23, 2025

7:00 PM

Please join the meeting via Zoom
https://us06web.zoom.us/j/88448260899

Please join the meeting via telephone:
1 305 224 1968 or 1 309 205 3325
Meeting ID: 884 4826 0899

Mayor Veronica Edwards Phillips - Vice Mayor Tycie Causwell
Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

City of Lauderdale Lakes City Commission Meeting

Welcome to the City Commission Meeting

We are pleased that you have demonstrated an interest in the City of Lauderdale Lakes by attending a City Commission Meeting. We hope that you enjoy the meeting and will attend more of these meetings in the future.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Please turn off or silence your cell phones. Any person requiring Auxiliary Aids and services must contact the City Clerk's Office at 954-535-2705 at least 24 hours prior to the meeting.

If you or someone you know is hearing or speech impaired, please call Florida Relay Service at 1-800-955-8770 or 8771.

- **Who May Speak** - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined in Sec. 2-54 (2) of the Code of Ordinances.

- **Petitions From the Public** - Per Section 2-54 of the Code of Ordinances, each person desiring to petition the City Commission will be allotted 5 minutes under the applicable order of business for the City Commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.

- **Speaking on items not on the Agenda** - Each person who wishes to address the City Commission must sign in with the City Clerk before 7:00 p.m. by completing the Petition from the Public form, located on the podium, outside of the City Commission Chambers.

The City Commission Meeting is a business meeting and as such, please conduct yourselves in a respectful and professional manner, both in tone of voice, as well as, choice of words.

Please direct your comments to the City Commission as a body through the presiding office and not to the audience or individual City Commissioner.

As your City Commission, we will abide by the debate and decorum rules which provides for each City Commissioner to speak 10 minutes at a time on each subject matter. After every Commissioner have spoken, the Mayor will provide for other comments.

The above represents a summarization of the rules and procedures as adopted by Ordinance. Copies of the Code Section related to rules and procedures are available from the City Clerk's office.

City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
   - **A.** INVOCATION PROVIDED BY VERY REVEREND FATHER LUCIEN OF SAINT HELEN CATHOLIC CHURCH
   - **B.** PLEDGE OF ALLEGIANCE
4. **PROCLAMATIONS/PRESENTATIONS**
5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
   - **A.** SEPTEMBER 8, 2025 CITY COMMISSION WORKSHOP MINUTES
   - **B.** SEPTEMBER 9, 2025 CITY COMMISSION MEETING MINUTES
6. **PETITIONS FROM THE PUBLIC**
7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
   - **A.** ORDINANCE 2025-011 RENAMING THE CITYS MULTIPURPOSE CENTER IN LAUDERDALE LAKES TO THE "HAZELLE P. ROGERS MULTIPURPOSE CENTER" (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

     This ordinance supports the renaming of the Lauderdale Lakes Multipurpose Center to the Hazelle P. Rogers Multipurpose Auditorium.
8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
9. **CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**
   - **A.** RESOLUTION 2025-119 AUTHORIZING THE MAYOR AND THE ACTING CITY MANAGER TO AWARD A CONTRACT TO SOLITUDE LAKE MANAGEMENT IN THE AMOUNT OF SIXTY FOUR THOUSAND EIGHT HUNDRED AND TWELVE DOLLARS ($64,812.00) TO PROVIDE HERBICIDE APPLICATION FOR VEGETATION AND ALGAE CONTROL IN THE CITY'S CANAL NETWORK

     This resolution authorizes the Mayor and the Acting City Manager to award a contract to Solitude Lake Management in the amount of $64,812.00 to provide herbicide application for vegetation and algae control in the city's canal network.
   - **B.** RESOLUTION 2025-120 AUTHORIZING THE MAYOR AND THE ACTING CITY MANAGER TO AWARD A CONTRACT TO STANTEC CONSULTING SERVICES INC., FOLLOWING A SOLICITATION (RFP25-3110-04R) ON THE CITY'S DEMANDSTAR PLATFORM TO PROVIDE A SOLID WASTE RATE STUDY FOR THE CITY'S SOLID WASTE SPECIAL ASSESSMENT IN THE AMOUNT OF THIRTY THOUSAND FOUR HUNDRED DOLLARS ($30,400.00)

     This resolution authorizes the Mayor and the Acting City Manager to award a contract to Stantec Consulting Services, Inc., in the amount of $30,400.00 to provide a rate study for the City's Solid

Waste Special Assessment.

C. RESOLUTION 2025-121 TO AWARD A CONTRACT TO THE MOST RESPONSIVE, RESPONSIBLE AND LOWEST BIDDER SAFA CONSTRUCTION, LLC FOR (ITB 25-6310-11B) WATER QUALITY IMPROVEMENT PROJECT CANAL 5 IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED AND TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS ($1,423,585.00)

The resolution authorizes the Mayor and the City Commission to Award a Contract to Safa Construction, LLC in response to ITB 25-6310-11B for Water Quality Improvement Project - Canal 5 for an amount not to exceed $1,423,585.00.

D. RESOLUTION 2025-122 AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES FOR PUBLIC TRANSPORTATION/COMMUNITY BUS SERVICES

This resolution approves the extension of the Interlocal Agreement between Broward County and City of Lauderdale Lakes for Public Transportation/Community Bus Services. The term of this extended agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2027.

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2025-123 A QUASI JUDICIAL PROCEEDING APPROVING, WITH CONDITIONS, CONDITIONAL USE APPLICATION NO. 01-CU-25 (“APPLICATION”), SUBMITTED BY RAM’S CAR CARE/RAM’S CAR CARE CENTER, INC., REQUESTING CONDITIONAL USE APPROVAL PURSUANT TO CHAPTER 5 SECTION 503 OF THE LAND DEVELOPMENT REGULATIONS (“LDRS”) TO ALLOW FOR THE OPERATION OF AN AUTOMOBILE REPAIR GARAGE IN THE B-4 INTENSE BUSINESS DISTRICT

This quasi-judicial proceeding is a resolution to approve a Conditional Use for Ram’s Car Care Center which is a long-standing family-owned business in Lauderdale Lakes since 2004. The Conditional Use seeks approval to relocate its operations to 3551–3559 NW 19th Street. This move is necessary due to redevelopment of Reef Plaza, which will demolish the business’s current site.

B. RESOLUTION 2025-124 A QUASI-JUDICIAL PROCEEDING REGARDING SBA TOWERS X, LLC APPLICATION FOR A WIRELESS COMMUNICATIONS PURSUANT TO SECTION 1111 OF THE LAND DEVELOPMENT REGULATIONS, LOCATED AT 3001 NORTH STATE ROAD 7, LAUDERDALE LAKES, FL, 33313, IN THE B-3 GENERAL BUSINESS DISTRICT

This quasi-judicial proceeding is a resolution regarding an application which is requesting approval of a Wireless Communications Tower pursuant to Section 1111 of the Land Development Code to permit the construction of an SBA Wireless Communications Tower located at 3001 N. State Road 7, Lauderdale Lakes, FL (Walmart site). The applications affiliated with this item are:
Application No. 01-WC-24: Requesting approval for a Wireless Communications Tower, pursuant to Section 1111 of the Land Development Regulations, located at 3001 North State Road 7, Lauderdale Lakes, FL 33313, in the B-3 General Business District (current application).

C. RESOLUTION 2025-125 A QUASI-JUDICIAL PROCEEDING APPROVING SBA TOWERS X, LLC APPLICATION FOR A CONDITIONAL USE WITH EXCEPTIONS WHICH WILL ALLOW THE PLACEMENT OF A 105FT STEALTH “MONOPINE” WIRELESS COMMUNICATIONS TOWER LOCATED AT 3001 N. STATE ROAD 7, LAUDERDALE LAKES, FLORIDA

This quasi-judicial proceeding is a resolution to approve a Conditional Use with Exceptions pursuant to Sections 503 and 1111.7 of the Land Development Code to permit the construction of an SBA Wireless Communications Tower located at 3001 N. State Road 7, Lauderdale Lakes, FL (Walmart site). The applications affiliated with this item are:
Application No. 01-CU -24 Requesting Conditional Use Approval for a Wireless Communications Tower, with Exceptions to the one-mile distance separation, concrete wall, and landscape requirements for wireless communications towers pursuant to Section 1111.7 of the Land Development Regulations, located at 3001 North State Road 7, Lauderdale

Lakes, FL 33313, in the B-3 General Business District (current application).

D. RESOLUTION 2025-126 CANCELLING THE OCTOBER 13, 2025 CITY COMMISSION WORKSHOP AND THE OCTOBER 14, 2025 CITY COMMISSION MEETING DUE TO THE CITY COMMISSION ATTEDING THE FLORIDA REDEVELOPMENT ASSOCIATION (FRA) CONFERENCE FROM OCTOBER 14TH TO OCTOBER 17TH, 2025

This resolution cancels the October 13, 2025 City Commission Workshop and the October 14, 2025 City Commission Meeting due to three or more City Commission members attending the 2025 Florida Redevelopment Association Annual Conference in West Palm Beach, Florida, beginning October 13, 2025, and ending on October 17, 2025.

E. RESOLUTION 2025-127 APPROVING THE FUNDING IN THE AMOUNT OF EIGHT THOUSAND THREE HUNDRED AND FORTY-FOUR DOLLARS AND TWENTY-THREE CENTS ($8,344.23) FOR THE NEWLY FORMED LAUDERDALE LAKES CHAMBER OF COMMERCE INIATIAVE ENTITLED SHOP LAUDERDALE LAKES: LOCAL SPENDING, LOCAL PROSPERITY

This resolution authorizes the funding of a new initiative spearheaded by the Lauderdale Lakes Chamber of Commerce. The Shop Lauderdale Lakes: Local Spending, Local Prosperity is a campaign designed to encourage residents to support local businesses, build community pride and drive economic growth in the City.

F. RESOLUTION 2025-128 TO ALLOW MUSIC AT RESTAURANTS DURING CARNIVAL WEEKEND

The City of Lauderdale Lakes will encourage visitors from surrounding areas to visit local restaurants. The initiative is designed to promote local restaurants, celebrate cultural diversity, and strengthen economic development through increased community engagement and visibility for small businesses.

G. RESOLUTION 2025-129 ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FY 2024

This resolution accepts the Annual Comprehensive Financial Report for FY 2024.

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

13. REPORT OF THE VICE MAYOR

14. REPORTS OF THE CITY COMMISSIONERS

15. REPORT OF THE CITY MANAGER

16. REPORT OF THE CITY ATTORNEY

17. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Any invocation that is offered before the official start of the commission meeting shall be the voluntary offering of a private person, to and for the benefit of the commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the commission or the city staff, and do not necessarily represent their individual religious beliefs, nor are the views and beliefs expressed by an invocation

speaker intended to suggest the city's allegiance to or preference for any particular religion, denomination, faith, creed or belief. Persons in attendance at the city commission meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. You may exit the city commission chambers and return upon completion of the opening invocation if you do not wish to participate in or witness the opening invocation.

Mayor Veronica Edwards Phillips - Vice Mayor Tycie Causwell
Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title
SEPTEMBER 8, 2025 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:
Funding Source:

Fiscal Impact:
Sponsor Name/Department:
Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	September 8, 2025 City Commission Workshop Minutes	Minutes

City of Lauderdale Lakes

Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP MINUTES

City Commission Chambers
September 8, 2025
5:00 PM

1. CALL TO ORDER

Mayor Edwards Phillips called the September 8, 2025, City Commission Workshop to order at 5:00 p.m.

2. ROLL CALL

PRESENT
Mayor Veronica Edwards Phillips
Vice Mayor Tycie Causwell
Commissioner Easton Harrison
Commissioner Karlene Maxwell-Williams
Commissioner Sharon Thomas

ALSO PRESENT
Acting City Manager Venice Howard
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. DISCUSSION

REVIEW OF THE SEPTEMBER 9, 2025 CITY COMMISSION MEETING AGENDA

CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

Item 9.A. RESOLUTION 2025-107 ACCEPTING AN ANNUAL DONATION TO THE CITY OF LAUDERDALE LAKES FROM WESTWAY TOWING, INC., IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) PER FISCAL YEAR TO SUPPORT CERTAIN CITY EVENTS TO BE DETERMINED BY THE CITY COMMISSION

Aazam Piprawala, Procurement Administrator, stated that Westway Towing, Inc., was recently awarded a contract by the City and would like to be part of the City's ongoing development. The vendor is local to the City and has always supported the city events in the past. The vendor has committed to contribute a minimum of $10,000.00 per fiscal year as a contribution to ongoing city events. The vendor has provided so far, a $10,000.00 donation to the city for the recently held Caribbean-American Unity Fest held on June 26, 2025. Moving forward, it was recommended that $5,000.00 be donated to the City's Veterans Day event as well as $5,000.00 towards the City's Breast Cancer event. The amount of funds per event will be allocated at the direction of the Acting City Manager where multiple events occur for Veterans Day and Breast Cancer.

Item 9.B. RESOLUTION 2025-108 IN ACCORDANCE WITH ARTICLE XIII, SECTION 82-358 (D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND PURSUANT TO THE TERMS AND

CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS, BY AND BETWEEN THE CITY OF LAUDERDALE LAKES AND RING CENTRAL, INC., AUTHORIZING AND PROVIDING FOR THE PAYMENT OF AN INVOICE (CD_001138791) FOR FISCAL YEAR 2025 IN AN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND, SIX HUNDRED AND THIRTY-ONE DOLLARS AND EIGHTY-ONE CENTS ($26,631.81) AND FURTHER AUTHORIZING AND PROVIDING FOR PURCHASE OF ADDITIONAL LICENSES FOR THE CITY'S UPGRADED TELEPHONE SYSTEM, IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00) FOR ANNUAL COST OF LICENSES AND SERVICES

Mr. Piprawala stated that in May 2022, the City's current telephone system was upgraded via Resolution 2022-046, for the purchase of equipment and annual cost for services and licenses. The previous telephone system is no longer supported by the manufacturer, Samsung and there are few components available if replacements are needed. The approved annual cost included a cost of Twenty-Four Thousand and Fifty-Eight dollars and Eighty Cents ($24,058.80) with a 60-month agreement for the purchase of 108 licenses at $156.00 plus applicable fees and surcharges per license. As a result of increase in staff, an additional five licenses were purchased, which has caused the line item for licenses to increase to a current amount of $26,631.81 annually. City staff is requesting approval of a conservative figure not to exceed of $30,000.00 annually to cover any additional request by the city for additional licenses as staff increases. This approval will expire at the end of the 60-month term (6/12/2027). City staff is requesting to continue utilizing this contract in accordance with the City's Procurement Code, Section 82-358(d), which allows cooperative purchasing. The contract was awarded by The Interlocal Purchasing Cooperative Program, utilized a competitive selection process to award this contract for the period of May 31, 2021 through May 31, 2024, which has additional options to renew.

Commissioner Thomas asked if the $30,000 will last until 2027.

Mr. Piprawala stated that the approval being requested is to pay the current invoice and the amount will only be increased up to $30,000 which would cover additional staff and additional licenses.

Commissioner Maxwell-Williams asked if new employees were reassigned licenses from previous employees.

Kurt Brown, I.T. Manager, stated that the licenses are reassigned to the new employees however, when there are new positions the new employees need new licenses and that is why there is an additional associated cost.

Item 9.C. RESOLUTION 2025-109 AUTHORIZING THE PURCHASE OF SOFTWARE SUBSCRIPTIONS FROM SHI INTERNATIONAL CORP., IN ACCORDANCE WITH ARTICLE XIII, SECTION 82-358 (D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN ALTERNATE CONTRACT SOURCE NO. 43230000-23- NASPO-ACS, SOFTWARE VALUE ADDED RESELLER, AND EXECUTED CONTRACT NO. CTR060028, SOFTWARE VALUE-ADDED RESELLER (MASTER CONTRACT), COMPETITIVELY PROCURED BY THE STATE OF ARIZONA, IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS ($40,000.00) PER FISCALYEAR, INCLUDING A FIVE PERCENT (5%) CONTINGENCY FOR A TOTAL AMOUNT OF FORTY TWO THOUSAND DOLLARS ($42,000.00)

Mr. Piprawala stated that the City utilizes the services of SHI International Corporation to provide quality products, software and services provided by the applicable software publishers at competitively bid prices to meet the needs of the City. SHI International Corporation are distributors for some of the software subscriptions that the City currently use, such as Sentinel One Antivirus, PRTG Network Monitoring software, Veeam Replication and Backup plus SolarWinds Dameware remote control. these applications are renewed annually. SHI provides a comprehensive range of IT products and services, including hardware, software, and managed IT solutions. They specialize in helping organizations optimize their technology investments and enhance their cybersecurity posture, serving clients across various sectors including public and private organizations. This contract source includes reseller services and service

options to support commercial off-the-shelf (COTS) and software as a service (SaaS) based software needs. Categories of solutions under this alternate contract source are General Software and Microsoft Software. For each category, services related to the software purchase include, but are not limited to, installation, configuration, and maintenance; advisory services may also be offered.

Commissioner Maxwell-Williams inquired as to how many licenses have to be renewed.

Mr. Piprawala stated that there are four licenses that need to be renewed.

CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

Item 10.A. RESOLUTION 2025-110 APPROVING THE ADDITION OF THE FLORIDA LICENSING ON WHEELS (FLOW) EVENT TO THE CITY'S SPECIAL EVENT CALENDAR

Commissioner Maxwell-Williams stated that the services that will be provided at the FLOW events include driver's license and ID credentialing services, purchase of specialty license plates and vehicle registration renewal. No written or driving tests are provided via the FLOW mobiles.

All Commissioners thought it was a great idea.

Item 10.B. RESOLUTION 2025-111 AUTHORIZING AND APPROVING THE ADOPTION OF TRAILHEAD PARK BY THE KIWANIS CLUB OF LAUDERDALE LAKES UNDER THE CITY'S ADOPT-A-PARK PROGRAM, TO BE ADMINISTERED BY THE PARKS AND HUMAN SERVICES DEPARTMENT FOR THE PURPOSE OF MAINTAINING THE SAFE AND CLEAN ENVIRONMENT OF CITY-OWNED PARKS

Commissioner Maxwell-Williams stated that at the February 22, 2022, Commission Meeting, the Mayor and City Commission approved the creation of the Adopt-A-Park Program, administered by the Parks and Human Services Department. This program was established to support the adoption and implementation of a community partnership initiative aimed at maintaining the safe, clean, and welcoming environment of city-owned parks. The program also introduced an application process for community organizations, businesses, and civic groups interested in adopting parks within the City of Lauderdale Lakes. The Kiwanis Club of Lauderdale Lakes originally submitted an application to adopt Trailhead Park; however, at the time of submission, the park was still under construction. Following the official opening of Trailhead Park in April 2025, the Kiwanis Club expressed continued interest and formally resubmitted its application to adopt the park.

All Commissioners were in support of this resolution.

Item 10.C. RESOLUTION 2025-112 APPROVING THE FY 2026 GROUP INSURANCE BENEFITS FOR ELECTED OFFICIALS AND ELIGIBLE EMPLOYEES

Ms. Tara Williams, Director of Human Resources and Risk Management, stated that after a thorough evaluation of all of the benefits offered by the carriers by staff and the City's Agent of Record, Gelin Benefits Group LLC, it is recommended that the City renew its group insurance with the following carriers: Medical Insurance-Florida Blue, GAP Insurance-American Public Life; Dental Insurance - Solstice, Vision Insurance-Humana and Life, LTD and STD Insurance-Mutual of Omaha.

Item 10.D. RESOLUTION 2025-113 APPROVING THE ADDITION OF THE DIAPER DISTRIBUTION EVENT TO THE CITY OF LAUDERDALE LAKES' ("CITY") SPECIAL EVENTS CALENDAR FOR FISCAL YEAR 2024-2025

Commissioner Harrison stated that this resolution seeks approval for an additional event not previously approved in the City's adopted fiscal year budget. The proposed date to host a "Diaper Distribution" event is on October 11th at Willie Webb Park. The goal is to provide diapers for 150 families.

All Commissioners were in support of this resolution.

GOLDENROD ORDINANCE 2025-011 APPROVING THE RENAMING OF THE CITY OF LAUDERDALE LAKES' MULTIPURPOSE CENTER AS THE "HAZELLE P. ROGERS MULTIPURPOSE CENTER"

Vincent Mullen, Jr. Assistant Director of Parks and Human Services, stated that on June 23, 2025 Commissioner Karlene Maxwell-Williams submitted a proposal to rename the City's current Multipurpose Center as the "Hazelle P. Rogers Multipurpose Center." The City's Parks and Recreation Advisory Board was duly designated as the ad hoc honorary naming rights committee for the purpose of reviewing the proposal and making a recommendation to the City Commission. The Committee held a duly advertised public meeting on September 3, 2025, in the vicinity of the Multipurpose Center. The City Commission having considered the recommendation and report of the Committee deems it consistent and in furtherance of its policy to recognize and honor the name of Hazelle P. Rogers who, without question, has made a lasting significant humanitarian and extraordinary contribution on the local, regional, state and national level through her many years of esteemed and invaluable public service that has conveyed great credit and recognition to the city, and as such finds it to be in the public interest and welfare to approve the renaming of the City's Multipurpose Center to the "Hazelle P. Rogers Multipurpose Center."

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. INTRODUCTION OF NEW CITY EMPLOYEES

Sharon Haynes, Director of Financial Services, introduced herself to the City Commission.

Tara Williams, Director of Huma Resources and Risk Management, introduced herself to the City Commission.

Ron Desbrunes, Director of Public Works, introduced Hamza Ansari, Project Manager. Mr. Ansari introduced himself to the City Commission.

B. DISCUSSION REGARDING A REQUEST FOR SUPPORT FROM THE NEWLY FORMED LAUDERDALE LAKES CHAMBER OF COMMERCE (5:30 P.M. TIME CERTAIN)

Vielka Buchanan, Economic Development Manager, stated that the Chamber of Commerce provides a diverse array of benefits designed to keep business owners informed about key issues and emerging trends that shape both the local marketplace and broader community. Lauderdale Lakes businesses, in particular, can enjoy enhanced visibility, capitalize on networking opportunities, and forge meaningful connections that foster growth and long-term success.

Mr. Patrick Green, Economic Development Board Member, stated that the chamber has now been fully established and the website is now active. He stated that the objectives include increased sales for local businesses, raise awareness about the benefits of shopping local, and grow Chamber membership. The audience is 13,000 plus Lauderdale Lakes households and the city's vibrant business community. The promotional tools include city-wide signage, flyers, posters, decals, feather flags, yard signs, and digital promotion — all branded under the campaign slogan and the Chamber's vision. Success will be tracked by increased foot traffic, coupon redemptions, Chamber membership growth, and social media reach. With support, the Shop Lauderdale Lakes campaign will send a powerful message: that the City believes in investing in its businesses, residents, and future prosperity. The partnership between the City and the Chamber will ensure that every Lauderdale Lakes household, every local shopper, and every member business feels the benefit of this initiative. The amount being requested from the City is $8344.23.

Commissioner Harrison stated that he is in support of the chamber and is glad to see the plan of action.

Commissioner Maxwell-Williams inquired as to the benefits of the being a chamber membership and fee costs.

Mr. Green explained the levels of memberships and the cost of each.

C. DISCUSSION REGARDING THE CITY'S MEDICAL RENEWAL OF BENEFITS PACKAGE (6:00 P.M. TIME CERTAIN)

Mike Gelin of Gelin Benefits Group provided a powerpoint presentation of the healthcare renewal with Florida Blue. They originally proposed a 23% increase but the broker was able to settle with an 8% increase. There were no increases in any of the other benefits.

Commissioner Maxwell-Williams asked why Florida Blue was longer working with Broward Health.

Ms. Cindy Mason of Florida Blue stated why they are no longer in-network with Broward Health and Memorial Hospital. She stated that although the contract has expired, Florida Blue is still negotiating its contracts with these hospitals.

D. DISCUSSION REGARDING THE LAUDERDALE LAKES BUSINESS ELEVATION AND MARKETING SUPPORT PROGRAM (LLBEAMS)

Ms. Buchanan stated that on January 10, 2023, the City of Lauderdale Lakes launched the Lauderdale Lakes Business Elevation and Marketing Support (LLBEAMS) Programs. This was a 12-week educational and strategic program tailored to assist entrepreneurs in the City of Lauderdale Lakes with the skills needed to grow their business. Over 12 weeks, 54 hours of virtual marketing classes and 42 hours of one-on-one virtual coaching sessions were held. Outcomes included: Marketing Plan (customized), Pitch Deck, Social Media Content Calendar,
Digital ads, Social media content library, Marketing campaign and a Press release template
Eight business owners successfully completed the program.

Commissioner Harrison stated that he believes that it is a great program, however, the businesses should be provided with a marketing package to they can promote their businesses.

E. DISCUSSION REGARDING APPROVAL OF A PIGGYBACK CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT, INC. IN THE AMOUNT OF ONE HUNDRED AND NINETY SIX THOUSAND THREE HUNDRED SEVEN DOLLARS AND FORTY SEVEN CENTS ($196,307.47) TO PERFORM EMERGENCY WALL REPAIRS SERVICES AT THE VINCENT TORRES PARK BUILDING

This item was pulled for a future meeting.

F. DISCUSSION REGARDING AWARDING A CONTRACT TO STANTEC CONSULTING SERVICES INC., FOLLOWING A SOLICITATION (RFP25-3110-04R) ON THE CITY'S DEMANDSTAR PLATFORM TO PROVIDE A SOLID WASTE RATE STUDY FOR THE CITY'S SOLID WASTE SPECIAL ASSESSMENT IN THE AMOUNT OF THIRTY THOUSAND FOUR HUNDRED DOLLARS ($30,400.00)

Mr. Desbrunes stated that the city’s solid waste collection, disposal, recycling and other related services fees are funded through the Solid Waste Fund. This is a Non-Ad valorem special assessment fee established annually by City Commission resolution for residential properties. For FY 2026 the proposed residential rate is $272. This rate has been established since fiscal year 2018-19 and has not been adjusted. Costs for solid waste processing have been on the rise annually. The current rate structure maybe not be sustainable. In order to determine whether the current special assessment fee can adequately cover the costs of waste processing, a rate study is needed to analyze current revenue versus program costs, evaluate projected future costs and service demands, review the existing rate structures for compliance with applicable laws and industry best practices and make recommendations for adjustments to ensure long-term financial sustainability. The city recently amended Ordinance, 2024-014 (September 10, 2024), Franchise Fee for Solid waste collection: Section 11 “Adjustment Of charges”, where the annual rate adjustments for the city will be a flat 5% which takes effect on October 1, 2025 and every October 1

thereafter. To ensure that any rate changes to the residents will be fair, a Request for Proposal (RFP), RFP25-3110- 04R, for a professional solid waste rate study was advertised on the city's DemandStar platform. The city received 4 proposals which were reviewed and evaluated by an evaluation committee comprised of 3 members, from different departments within the city. Proposers were evaluated based on qualification and experience, Methodology, Past performance and References, Price and Location. Stantec Consulting Services, Inc. scored the highest during the evaluation process, as well as they were identified as the most responsive and responsible proposer, offering the necessary technical expertise, municipal rate-setting experience, and competitive pricing necessary to complete the study.

G. DISCUSSION REGARDING AWARDING A CONTRACT TO SOLITUDE LAKE MANAGEMENT IN THE AMOUNT OF SIXTY FOUR THOUSAND EIGHT HUNDRED AND TWELVE DOLLARS ($64,812.00) TO PROVIDE HERBICIDE APPLICATION FOR VEGETATION AND ALGAE CONTROL IN THE CITY'S CANAL NETWORK

Mr. Desbrunes stated that the city maintains a network of 11 miles canal that requires regular maintenance in the form of trash removal, aquatic vegetation and algae control in order to ensure proper water flow, reduce blockages, and maintain public safety and aesthetics. The maintenance operation is conducted with a combination of man power, mechanical harvesting and chemical treatments. Chemical treatment of canal requires the purchase, transport and storage of chemicals, equipment and trained personnel. In addition, chemical applications liabilities and licensing seasonal applicators can be challenging and hinder other critical maintenance operations. A licensed chemical spraying services have the workforce and equipment available to mobilize quickly and complete large-scale applications efficiently, minimizing disruptions to other city maintenance operations specifically during peak season where aquatic weeds and invasive plants grow faster than normal and the weather conditions are conducive for algae. Current expenditures to purchase and transport chemicals, trained staffs, vehicle, boat , fuel and equipment are approximately $75,000. In order to improve productivity, scheduling, reduce downtime, an Invitation to Bid (ITB) was issued for licensed canal chemical spraying services. The (3) Proposals received and reviewed for compliance with specifications, qualifications, past performance, and cost-effectiveness. After evaluation, Solitude Lake Management was determined to be the most responsive and responsible bidder, offering the best value to the city.

Commissioner Maxwell-Williams inquired as to who is currently maintaining the canal.

Mr. Desbrunes stated that it is currently being done in house.

H. DISCUSSION REGARDING AWARD OF CONTRACT FOR STORMWATER CONVEYANCE AD WATER QUALITY IMPROVEMENT PROJECT - CANAL 5

Maqsood Nasir, City Engineer, stated that the City of Lauderdale Lakes solicited qualified firms to provide Water Quality Improvement for Canal #5. The solicitation was solicited using the City's electronic bid system, www.demandstar.com from June 11, 2025 until August 15, 2025. The evaluation process included a thorough review of the written proposals, to determine the lowest responsible and responsive bidder. This bidder was Safa Construction in the amount of $1.5 million and upon review there are no issues with the bid.

Vice Mayor Causwell inquired as to the lowest bid.

Mr. Nasir stated that the lowest bid was approximately $1.5 million.

I. DISCUSSION REGARDING THE DESIGN, PERMITTING AND CONSTRUCTION OF THE OTIS GRAY PARK IMPROVEMENTS PROJECT

Mr. Nasir stated that Otis Gray Neighborhood Park is a 7.6-acre neighborhood-level park located on NW 26th St. The park was developed in the early 2000's and includes parking, shelters, two restroom facilities, covered playground, fitness stations and walking paths. This project proposes design, permitting, inspection, and construction of 9' wide 3,000 linear feet flex pave fitness trail with the purchase and installation of fitness stations with equipment, bike racks, benches, and a water

fountain. These elements are included in the design criteria documents. An application was made to the Recreational Trails Program (RTP) for improvements to Otis Gray Park and was awarded the full request of $400,000 with a match of $200,000. The city received the Notice to Proceed (NTP) from Florida Department of Environmental Protection (FDEP) on July 25, 2025, which now authorizes the project to advance to the bidding phase. In regards to procurement: The agreement with FDEP for this project will expire on December 31, 2025. As the project needs to be completed within a very short time, the procurement process to select a design-build team is highly recommended as this approach will allow for a streamlined process, with the designers and contractors working together from the outset to ensure the project meet the project's goals, budget, and timeline. Design-Build Process: The design-build process is a method of project delivery where a single entity, the design-build team, is responsible for both the design and construction of the project. Recreational Trails Program (RTP) funded $400,000 by Florida Department of Environmental Protection (FDEP) with a City's match of $200,000. The deadline is December 2025.

Vice Mayor Causwell inquired as to the project delays.

Mr. Nasir explained the issues that caused the project to be delayed.

J. DISCUSSION REGARDING AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES FOR PUBLIC TRANSPORTATION/COMMUNITY BUS SERVICES

Ericka Lockett, Director of Parks and Human Services, stated that the City entered into a Public Transportation/Community Interlocal Agreement with Broward County to operate the Lauderdale Lakes Community Bus Services. The agreement includes the leasing of wheelchair-accessible passenger vehicles for regular route service for a three-year term, with the option for three additional one-year extensions upon written approval from both the County's and City's Contract Administrators. The Original Agreement was amended on or around February 22, 2021, October 29, 2021, and November 5, 2024. The Parties desire to enter into this Amendment to extend the term of the Agreement through September 30, 2027, and to add Juneteenth as an observed holiday on which service does not operate. The minimum ridership level for the Public Transportation/Community Bus Interlocal Agreement is 7.1 passengers per revenue hour. The Community Bus currently operates two weekday routes: one East/West route and one North/South route, as well as two Saturday routes. The total annual operating funding for the Public Transportation/Community Bus Service from Broward County is approximately $325,541.20, which is paid 100% by Broward County.

K. DISCUSSION REGARDING THE PROCESS AND PROCEDURE FOR HIRING A NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)

Mr. Piprawala stated that the solicitation did not have an evaluation criteria that was supposed to be placed in the Request for Proposal. He explained the evaluation criteria process. He stated that vendors need to match the scope and the City Commission was very specific in their needs. The City Attorney will review the submissions and provide feedback as to who meets the requirements. This is done as a second opinion before bringing it to the City Commission.

Mayor Edwards Phillips stated that it is best to invest time in a proper search.

Consensus was made the City Commission to cancel the first bid and rebid the item with the evaluation criteria included this time.

City Attorney Calloway stated that the missing language affects staff's ability to complete the work necessary to bring this item to the City Commission. He advised that he agrees with staff in restarting the process.

L. DISCUSSION REGARDING PREVENTING A LACK OF QUORUM DURING A CITY COMMISSION MEETING (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Commissioner Maxwell-Williams stated that she would like some language to be placed in an ordinance taking action to limit or reduce the issues relative to losing a quorum.

Mr. Calloway reminded the City Commission that per the rules of the Lauderdale Lakes Code the City Commission governs itself. If the City Commission desires they can certainly discuss it and govern themselves in a way that is consistent with the action on the affirmative vote of the City Commission.

Commissioner Maxwell-Williams stated that it is disrespectful to the audience, residents and the community when Commissioners leave the dais during a meeting which causes a lack of quorum.

Mayor Edwards Phillips stated that an absence of a quorum can occur at any time based upon the circumstances of the City Commission. She would not like any documentation mandating that the City Commission do things as it relates to what they were elected to do.

M. DISCUSSION REGARDING SBA TOWERS X, LLC APPLICATION FOR A CONDITIONAL USE WITH EXCEPTIONS WHICH WILL ALLOW THE PLACEMENT OF A 105FT STEALTH "MONOPINE" WIRELESS COMMUNICATIONS TOWER LOCATED THE EXISTING WALMART AT OAKLAND PARK BLVD. AND STATE ROAD 7. THE TOWER WOULD ACCOMMODATE UP TO FOUR CARRIERS AND IS SITED WITHIN A STORMWATER RETENTION POND.

Tanja McCoy, Director of Development Services, stated that SBA Towers X, LLC, is proposing construction of a 105-foot stealth "monopine" wireless communications tower behind the existing Walmart at Oakland Park Blvd. and State Road 7. The tower would accommodate up to four carriers and is sited within a stormwater retention pond on an elevated 40'x40' equipment platform. Equipment would be screened by a six-foot chain-link fence with PVT slats, limited to six feet in height. The applicant seeks relief from: One-mile separation requirement from existing towers, Decorative masonry wall with Mediterranean Revival design, Ten-foot landscaped buffer around equipment.
Key Findings are Consistency: The tower supports the City's Comprehensive Plan goals for advancing wireless services and emergency communications. The Design: The stealth monopine design meets the LDRs requirement for facilities within 300 feet of residential areas. The existing eight-foot perimeter wall around Walmart provides visual buffering for surrounding residential neighborhoods. The Setbacks: Required setbacks from residential properties are met (north: 214 ft; west: 123 ft; south: 277 ft). The Co-location: Structure is designed to support up to four carriers. Public Facilities: Minimal traffic or infrastructure impact is anticipated.

N. DISCUSSION REGARDING RAM'S CAR CARE CONDITIONAL USE APPLICATION WHICH SEEKS APPROVAL TO RELOCATE ITS OPERATIONS DUE TO REDEVELOPMENT OF REEF PLAZA, WHICH WILL DEMOLISH THE BUSINESS'S CURRENT SITE

Ms. McCoy stated that the proposed location is a 10,750 square-foot space within an existing industrial building in the B-4 Intense Business District. The business specializes in preventative maintenance and light repair services for fleet accounts, with only limited retail activity. Fleet operations mean that vehicles are not stored on-site for extended periods, minimizing impacts on surrounding properties. All repair activity will be conducted indoors, supported by six automotive lifts and two diagnostic racks. Staff has determined that the request is consistent with the Comprehensive Plan and the City's economic development goals by supporting a long-standing local business. The proposed use is compatible with the surrounding industrial and commercial area and meets all parking, ingress/egress, and service level requirements. The relocation will allow the business to remain in Lauderdale Lakes without disruption of services.

6. REPORTS

7. ADJOURNMENT

Being that there was no other business to come before the City Commission, the workshop adjourned at 7:23 p.m.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAV BENASRIE-WATSON,CMC
DEPUTY CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title
SEPTEMBER 9, 2025 CITY COMMISSION MEETING MINUTES
Summary
Staff Recommendation

Background:
Funding Source:

Fiscal Impact:
Sponsor Name/Department:
Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	September 9, 2025 City Commission Meeting Minutes	Minutes

City of Lauderdale Lakes

Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION MEETING MINUTES

City Commission Chambers
September 9, 2025
7:00 PM

1. CALL TO ORDER

Mayor Edwards Phillips called the September 9, 2025, City Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

PRESENT
Mayor Veronica Edwards Phillips
Vice Mayor Tycie Causwell
Commissioner Easton Harrison
Commissioner Karlene Maxwell-Williams
Commissioner Sharon Thomas

ALSO PRESENT
Acting City Manager Venice Howard
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Reverend Bancroft Williams of Merrill United Methodist Church.

The Pledge of Allegiance was recited.

4. PROCLAMATIONS/PRESENTATIONS

A. PRESENTATION - LEGISLATIVE UPDATE BY THE CITY'S LOBBYISTS MAURICE J. KURLAND OF ALCADE & FAY, LTD. AND RONALD BOOK OF RONALD L. BOOK, P.A.

City Lobbyist Maurice J. Kurland of Alcade and Fay Ltd. provided a legislative update on the City's priorities for 2025.

City Lobbyist Ronald Book of Ronald L. Book P.A. also provided a legislative update on the City's priorities for 2025.

B. PRESENTATION - CODE ENFORCEMENT EMPLOYEE GRADUATION

This item was pulled.

C. PRESENTATION - RECOGNIZING LOCAL FOOD BANKS (SPONSORED BY COMMISSIONER THOMAS)

Commissioner Thomas presented certificates to Pastor Valtricts Binns from Ambassador Seventh-Day Adventist Church, Bishop Evan Grant from All Nations New Testament Church of God, Reverend Bancroft Williams from Merrell United Methodist Church and Bishop Eventon Walker from First United Church of Jesus Christ.

D. PROCLAMATION - RECOGNIZING FEEDING SOUTH FLORIDA (SPONSORED BY COMMISSIONER THOMAS)

Ms. Allyson Valux accepted the proclamation on behalf of Feeding South Florida.

E. PROCLAMATION - CELEBRATING FARMSHARE (SPONSORED BY COMMISSIONER THOMAS)

Mr. Mario Lopez accepted the proclamation on behalf of Farmshare.

F. PROCLAMATION - CELEBRATING LAUDERDALE LAKES SCHOOLS FOR RECEIVING A/B SCHOOL GRADES (SPONSORED BY COMMISSIONER HARRISON)

Principal Seporia Bolden accepted the proclamation on behalf of Oriole Elementary School
Mr. Bomani Mustapha accepted the proclamation on behalf of Park Lakes Elementary School
Principal James Griffin accepted the proclamation on behalf of Boyd H. Anderson High School
Principal Linda Lopez accepted the proclamation on behalf of Lauderdale Lakes Middle School

G. PROCLAMATION - CELEBRATING NATIONAL DIAPER NEED AWARENESS WEEK (SPONSORED BY COMMISSIONER HARRISON)

Ms. Novia O'Connor accepted the proclamation on behalf of the The Greater Fort Lauderdale Diaper Bank.

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. JULY 21, 2025 CITY COMMISSION WORKSHOP MINUTES

B. JULY 22, 2025 CITY COMMISSION MEETING MINUTES

C. JULY 30, 2025 BUDGET WORKSHOP MINUTES

D. AUGUST 6, 2025 SPECIAL CITY COMMISSION MEETING MINUTES

Vice Mayor Causwell made a motion to approve the minutes from the July 21, 2025 City Commission Workshop, July 22, 2025 City Commission Meeting, July 30, 2025 Budget Workshop and the August 6, 2025 Special City Commission Meeting.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

6. PETITIONS FROM THE PUBLIC

Ms. Daphne Perrin from the Church of Atonement spoke of the issues they faced at a recent event.

Mr. Rene Pimentel spoke of a revision of the lien amount for the Marketplace Plaza, LLC agreement.

Ms. Timatee Singh spoke of the desire to have the code updated to allow their restaurant to have a DJ and a stage.

Former Vice Mayor Mark Spence spoke of issues related with the Church of Atonement event relative to them being unable to have a bounce house. He also spoke about the process related to the hiring of the City Manager.

Former Commissioner Eileen Rathery stated that she was pleased with the Kiwanis Club adopting the Trail Head Park. She also spoke about city contractors and that she was pleased about the renaming of the City's Multipurpose Center to the "Hazelle P. Rogers Multipurpose Center".

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

City Attorney Calloway read Goldenrod Ordinance 2025-011 by title:

ORDINANCE 2025-011

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; APPROVING THE RENAMING OF THE CITY OF LAUDERDALE LAKES' MULTIPURPOSE CENTER AS THE "HAZELLE P. ROGERS MULTIPURPOSE CENTER"; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR IMPLEMENTATION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

Commissioner Maxwell-Williams made a motion to move Ordinance 2025-011 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Vincent Mullen Jr. Assistant Director of Parks and Human Services, stated that the Parks and Recreation Advisory Board was designated as the ad hoc committee responsible for reviewing and making a recommendation regarding the renaming of the facility. Following the formation of the ad hoc committee, a public notice was published in the Sun Sentinel on August 31, 2025. The notice informed the public of the intent to hold a public meeting to discuss the renaming of the facility. He explained all of the procedures regarding the renaming of the facility. A formal vote was conducted and approved.

Commissioner Maxwell-Williams made a motion to approve Ordinance 2025-011.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

A. RESOLUTION 2025-107 ACCEPTING AN ANNUAL DONATION TO THE CITY OF LAUDERDALE LAKES FROM WESTWAY TOWING, INC., IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) PER FISCAL YEAR TO SUPPORT CERTAIN CITY EVENTS TO BE DETERMINED BY THE CITY COMMISSION

This resolution formally accepts the annual donation from Westway Towing, Inc., to the City for various events that occur annually.

B. RESOLUTION 2025-108 IN ACCORDANCE WITH ARTICLE XIII, SECTION 82-358 (D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND PURSUANT TO THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS, BY AND BETWEEN THE CITY OF LAUDERDALE LAKES

AND RING CENTRAL, INC., AUTHORIZING AND PROVIDING FOR THE PAYMENT OF AN INVOICE (CD_001138791) FOR FISCAL YEAR 2025 IN AN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND, SIX HUNDRED AND THIRTY-ONE DOLLARS AND EIGHTY-ONE CENTS ($26,631.81) AND FURTHER AUTHORIZING AND PROVIDING FOR PURCHASE OF ADDITIONAL LICENSES FOR THE CITY'S UPGRADED TELEPHONE SYSTEM, IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00) FOR ANNUAL COST OF LICENSES AND SERVICES

This resolution authorizes the purchase of additional licenses for the City's Upgraded Telephone System in accordance with the terms and condition of the Interlocal Purchasing System (TIPS) Cooperative Program Contract 210303, Telephone and Communications Data Systems and Solutions, from RingCentral, Inc., in an amount of $30,000.

C. RESOLUTION 2025-109 AUTHORIZING THE PURCHASE OF SOFTWARE SUBSCRIPTIONS FROM SHI INTERNATIONAL CORP., IN ACCORDANCE WITH ARTICLE XIII, SECTION 82-358 (D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN ALTERNATE CONTRACT SOURCE NO. 43230000-23-NASPO-ACS, SOFTWARE VALUE ADDED RESELLER, AND EXECUTED CONTRACT NO. CTR060028, SOFTWARE VALUE-ADDED RESELLER (MASTER CONTRACT), COMPETITIVELY PROCURED BY THE STATE OF ARIZONA, IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS ($40,000.00) PER FISCAL YEAR, INCLUDING A FIVE PERCENT (5%) CONTINGENCY FOR A TOTAL AMOUNT OF FORTY TWO THOUSAND DOLLARS ($42,000.00)

This resolution authorizes the purchase of software subscriptions with SHI International Corporation in amount not to exceed $42,000.00.

City Attorney Calloway read Resolutions 2025-107, 2025-108 and 2025-109 by title:

RESOLUTION 2025-107

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; ACCEPTING AN ANNUAL DONATION TO THE CITY OF LAUDERDALE LAKES FROM WESTWAY TOWING, INC., IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) PER FISCAL YEAR TO SUPPORT CERTAIN CITY EVENTS TO BE DETERMINED BY THE CITY COMMISSION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-108

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH ARTICLE XIII, SECTION 82-358 (D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND PURSUANT TO THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS, BY AND BETWEEN THE CITY OF LAUDERDALE LAKES AND RINGCENTRAL, INC., AUTHORIZING AND PROVIDING FOR THE PAYMENT OF AN INVOICE (CD_001138791) FOR FY25 IN AN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND, SIX HUNDRED AND THIRTY-ONE DOLLARS AND EIGHTY ONE CENTS ($26,631.81) AND FURTHER AUTHORIZING THE PURCHASE OF ADDITIONAL LICENSES FOR THE CITY'S UPGRADED TELEPHONE SYSTEM, IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00) FOR ANNUAL COST OF LICENSES AND SERVICES; A COPY OF THE RINGCENTRAL SIXTY (60) MONTH ESTIMATE AND INVOICE FOR FY 2025 IS ATTACHED HERETO AS **COMPOSITE EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-109

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING THE PURCHASE OF SOFTWARE SUBSCRIPTIONS FROM SHI INTERNATIONAL CORP., IN ACCORDANCE WITH ARTICLE XIII, SECTION 82-358 (D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN ALTERNATE CONTRACT SOURCE NO. 43230000-23-NASPO-ACS, SOFTWARE VALUE ADDED RESELLER, AND EXECUTED CONTRACT NO. CTR060028, SOFTWARE VALUE-ADDED RESELLER (MASTER CONTRACT), COMPETITIVELY PROCURED BY THE STATE OF ARIZONA, IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS ($40,000.00) PER FISCAL YEAR, INCLUDING A FIVE PERCENT (5%) CONTINGENCY FOR A TOTAL AMOUNT OF FORTY TWO THOUSAND DOLLARS ($42,000.00); A COPY OF THE ALTERNATIVE CONTRACT SOURCE IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE SHI INTERNATIONAL CORP. PRICE SHEET IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to approve Resolutions 2025-107, 2025-108 and 2025-109.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2025-110 APPROVING THE ADDITION OF THE FLORIDA LICENSING ON WHEELS (FLOW) EVENT TO THE CITY'S SPECIAL EVENT CALENDAR (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This resolution approves the addition of the Florida Licensing on Wheels (FLOW) event to the City's Special Event Calendar for fiscal year 2025-2026 as an official initiative by Commissioner Maxwell-Williams to be launched in October 2025. The dates and time of the event will be confirmed subsequent to confirmation with the Florida Division of Motor Vehicles.

City Attorney Calloway read Resolution 2025-110 by title:

RESOLUTION 2025-110

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING THE ADDITION OF THE FLORIDA LICENSING ON WHEELS (FLOW) EVENT TO THE CITY'S SPECIAL EVENT CALENDAR FOR FISCAL YEAR 2025-2026 AS AN OFFICIAL INITIATIVE BY COMMISSIONER KARLENE MAXWELL-WILLIAMS TO BE LAUNCHED IN OCTOBER 2025; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-110 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Harrison made a motion to approve Resolution 2025-110.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

B. RESOLUTION 2025-111 AUTHORIZING AND APPROVING THE ADOPTION OF TRAILHEAD PARK BY THE KIWANIS CLUB OF LAUDERDALE LAKES UNDER THE CITY'S ADOPT-A-PARK PROGRAM, TO BE ADMINISTERED BY THE PARKS AND HUMAN SERVICES DEPARTMENT FOR THE PURPOSE OF MAINTAINING THE SAFE AND CLEAN ENVIRONMENT OF CITY-OWNED PARKS (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This resolution authorizes and approved the Kiwanis Club of Lauderdale Lakes to adopt Trailhead Park as part of the City's Adopt-A-Park Program. The Adopt-A-Park Program is administered by the City of Lauderdale Lakes through the Parks and Human Services Department. The program is designed to encourage community engagement, promote environmental stewardship, and assist in maintaining clean, safe, and welcoming public parks.

City Attorney Calloway read Resolution 2025-111 by title:

RESOLUTION 2025-111

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPROVING THE KIWANIS CLUB OF LAUDERDALE LAKES' ("KIWANIS CLUB") ADOPT-A PARK PROGRAM APPLICATION AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES ("CITY") AND THE KIWANIS CLUB, FOR THE ADOPTION OF THE TRAILHEAD PARK IN THE CITY AS PART OF THE CITY'S ADOPT-A-PARK PROGRAM, TO BE OPERATED BY THE CITY THROUGH THE PARKS AND HUMAN SERVICES DEPARTMENT, FOR THE PURPOSE OF MAINTAINING THE SAFE AND CLEAN ENVIRONMENT OF CITY-OWNED PARKS; A COPY OF THE KIWANIS CLUB ADOPT-A-PARK APPLICATION AND AGREEMENT IS ATTACHED HERETO AS **COMPOSITE EXHIBIT A**, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE

Commissioner Thomas made a motion to move Resolution 2025-111 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Ericka Lockett, Parks and Human Services Director, stated that at the February 22, 2022, Commission Meeting, the Mayor and City Commission approved the creation of the Adopt-A-Park Program, administered by the Parks and Human Services Department. This program was established to support the adoption and implementation of a community partnership initiative aimed at maintaining the safe, clean, and welcoming environment of city-owned parks. The program also introduced an application process for community organizations, businesses, and civic groups interested in adopting parks within the City of Lauderdale Lakes.

The Kiwanis Club of Lauderdale Lakes originally submitted an application to adopt Trailhead Park; however, at the time of submission, the park was still under construction. Following the official opening of Trailhead Park in April 2025, the Kiwanis Club expressed continued interest and formally resubmitted its application to adopt the park.

Vice Mayor Causwell made a motion to approve Resolution 2025-111.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

C. RESOLUTION 2025-112 APPROVING THE FY 2026 GROUP INSURANCE BENEFITS FOR

ELECTED OFFICIALS AND ELIGIBLE EMPLOYEES

This resolution authorizes the City to renew its group insurance plans for Fiscal Year 2026.

City Attorney Calloway read Resolution 2025-112 by title:

RESOLUTION 2025-112

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE RENEWAL OF CITY INSURANCE POLICIES PROVIDING FOR HEALTH INSURANCE COVERAGE WITH BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. (“FLORIDA BLUE”); PROVIDING FOR DENTAL INSURANCE COVERAGE WITH SOLSTICE BENEFITS, INC.; PROVIDING FOR VISION INSURANCE COVERAGE WITH HUMANA INC.; PROVIDING FOR LIFE INSURANCE COVERAGE WITH MUTUAL OF OMAHA INSURANCE COMPANY; AND PROVIDING FOR GAP INSURANCE COVERAGE WITH AMERICAN PUBLIC LIFE INSURANCE COMPANY; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE ACTING CITY MANAGER; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-112 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Tara Williams, Director of Human Resources and Risk Management, stated that after a thorough evaluation of all of the benefits offered by the carriers by staff and the City's Agent of Record, Gelin Benefits Group LLC, it is recommended that the City renew its group insurance with the following carriers: Medical Insurance-Florida Blue, GAP Insurance-American Public Life; Dental Insurance-Solstice, Vision Insurance-Humana and Life, LTD and STD Insurance-Mutual of Omaha.

Commissioner Harrison made a motion to approve Resolution 2025-112.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

D. RESOLUTION 2025-113 APPROVING THE ADDITION OF THE DIAPER DISTRIBUTION EVENT TO THE CITY OF LAUDERDALE LAKES’ (“CITY”) SPECIAL EVENTS CALENDAR FOR FISCAL YEAR 2024-2025 (SPONSORED BY COMMISSIONER HARRISON)

This resolution approves the addition of the Diaper Distribution Event to the City of Lauderdale Lakes' ("city") special events calendar for fiscal year 2024-2025 as an official initiative by Commissioner Easton K. Harrison.

City Attorney Calloway read Resolution 2025-113 by title:

RESOLUTION 2025-113

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPROVING THE ADDITION OF THE DIAPER DISTRIBUTION EVENT TO THE CITY OF LAUDERDALE LAKES’ (“CITY”) SPECIAL EVENTS CALENDAR FOR FISCAL YEAR 2024-2025 AS AN OFFICIAL INITIATIVE BY COMMISSIONER EASTON HARRISON TO BE HOSTED ON SEPTEMBER 20, 2025, PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-113 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Harrison stated he would like to change the date from September 20th to October 11th.

Commissioner Harrison made a motion to amend Resolution 2025-113.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Thomas made a motion to approve Resolution 2025-113.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

Mayor Edwards Phillips thanked everyone for attending the City Commission Meeting. She spoke about the branding the City as the involved, evolving central hub of Broward County. She spoke of the Mayor' s Community Engagement Walk taking place on September 20th at the Carefree Cove community and the upcoming Mayor's Breast Cancer Awareness Walk taking place on October 4th.

13. REPORT OF THE VICE MAYOR

Vice Mayor Causwell congratulated Broward County Commissioner Hazelle Rogers on the renaming of the Multipurpose Building in her honor.

14. REMARKS OF THE COMMISSIONERS

Commissioner Harrison also congratulated Broward County Commissioner Hazelle Rogers on the renaming of the Multipurpose Building in her honor. He spoke about the importance of giving the City's local restaurant businesses the opportunity to grow and thrive by allowing them to play music and promote cultural events. He spoke of the diaper distribution taking place on October 11th.

Commissioner Maxwell-Williams spoke of the Citizenship Drive taking place on September 20th and the Breast Cancer Awareness Fair taking place on October 24th. She congratulated Broward County Commissioner Hazelle Rogers on the renaming of the Multipurpose Building in her honor.

Commissioner Thomas thanked everyone for attending the City Commission meeting. She thanked those who attended the Conversation With Your Commissioner event and congratulated Broward County Commissioner Hazelle Rogers on the renaming of the Multipurpose Building in her honor. She spoke about the 9/11 Day of Remembrance and the simple things we can all do to honor our first responders.

15. REPORT OF THE CITY MANAGER

Acting City Manager Howard spoke of the upcoming events in the City.

16. REPORT OF THE CITY ATTORNEY

City Attorney Calloway stated that the owner of the Marketplace Plaza wanted to enter into an agreement with the City to make the necessary payments to release the lien. He agreed to the terms and signed the agreement. He has since refinanced his property and after making two payments, he suggested he did not

want to make the rest of the payments. His recommendation based on the facts and circumstances is that the agreement is solid.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 10:05 p.m.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAV BENASRIE-WATSON,CMC
DEPUTY CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

ORDINANCE 2025-011 RENAMING THE CITYS MULTIPURPOSE CENTER IN LAUDERDALE LAKES TO THE "HAZELLE P. ROGERS MULTIPURPOSE CENTER" (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Summary

This ordinance supports the renaming of the Lauderdale Lakes Multipurpose Center to the Hazelle P. Rogers Multipurpose Auditorium.

Staff Recommendation

Background:

At the June 23, 2025, Commission Workshop Commissioner Karlene Maxwell-Williams proposed to rename the City's current Multipurpose Center as the "Hazelle P. Rogers Multipurpose Center. At that meeting the Parks Advisory Board was designated as the ad hoc committee responsible for reviewing and making a recommendation regarding the proposed renaming of a city facility. Following the formation of the ad hoc committee, a public notice was published in the *Sun-Sentinel* on August 31, 2025. The notice informed the public of the intent to hold a public meeting to discuss the proposed renaming of the City of Lauderdale Lakes Multi-Purpose Building, located at 4340 NW 36th Street, Lauderdale Lakes, Florida 33319, in honor of County Commissioner Hazelle Rogers. Commissioner Rogers expressed her desire to have a facility in the city named in her honor, and the Multi-Purpose Building was identified as the facility under consideration. The public notice included the date, time, and location of the meeting; the address of the facility being considered for renaming; and a summary of Commissioner Rogers significant contributions to the City of Lauderdale Lakes throughout her years of service.

On September 3, 2025, at 5:30 p.m., the meeting was called to order by the Parks Advisory Board Chair. The meeting agenda, which is also attached, was followed accordingly. A presentation was delivered by the City Liaison outlining the official procedures for renaming a city facility. These procedures, along with the purpose of the meeting, were also explained verbally to all Board members present.

In accordance with Section 2-493(6) of the City Code, the City Commission having considered the recommendation and report of the Committee deems it consistent and in furtherance of its policy to recognize and honor the name of Hazelle P. Rogers who, without question, has made a lasting significant humanitarian and extraordinary contribution on the local, regional, state and national level through her many years of esteemed and invaluable public service that has conveyed great credit and recognition to the city, and as such finds it to be in the public interest and welfare to approve the renaming of the City's Multipurpose Center to the "Hazelle P. Rogers Multipurpose Center.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Karlene Maxwell-Williams, Commissioner

Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Ordinance 2025-011 Approving Renaming of Multipurpose Center	Ordinance
🗋	PAB Meeting Memo	Backup Material
🗋	Business Impact Estimate	Backup Material

ORDINANCE 2025-011

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; APPROVING THE RENAMING OF THE CITY OF LAUDERDALE LAKES' MULTIPURPOSE CENTER AS THE "HAZELLE P. ROGERS MULTIPURPOSE CENTER"; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR IMPLEMENTATION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-493 of the Lauderdale Lakes Code of Ordinance ("City Code"), the naming of a City facility may be proposed by the Mayor or any sitting City Commissioner, and such naming shall be accomplished by an ordinance adopted by the affirmative vote of no less than five commissioners;

WHEREAS, on or about June 23, 2025 Commissioner Karlene Maxwell-Williams submitted a proposal ("Proposal") to rename the City's current Multipurpose Center as the "Hazelle P. Rogers Multipurpose Center";

WHEREAS, in accordance with Section 2-493(3) of the City Code, the City's Parks and Recreation Advisory Board was duly designated as the ad hoc honorary naming rights committee ("Committee") for the purpose of reviewing the Proposal and making a recommendation to the City Commission;

WHEREAS, the Committee held a duly advertised public meeting on September 3, 2025, in the vicinity of the Multipurpose Center, in compliance with Section 2-493(4) of the City Code, to receive public input regarding the Proposal;

WHEREAS, following its investigation and deliberation in accordance with Section 2-493(5), the Committee, by a duly recorded unanimous vote of all members present, recommended denial of the Proposal;

WHEREAS, the Committee's findings and recommendation are summarized in a written report attached hereto as **Exhibit A**;

WHEREAS, in accordance with Section 2-493(6) of the City Code, the City Commission having considered the recommendation and report of the Committee deems it consistent and in furtherance of its policy to recognize and honor the name of Hazelle P. Rogers who, without question, has made a lasting significant humanitarian and extraordinary contribution on the local, regional, state and national level through her many years of esteemed and invaluable public service that has conveyed great credit and recognition to the city, and as such finds it to be in the public interest and welfare to approve the renaming of the City's Multipurpose Center to the "Hazelle P. Rogers Multipurpose Center."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. APPROVAL OF RENAMING. The City Commission, in accordance with Section 2-493 of the Lauderdale Lakes Code and by the affirmative, unanimous vote of the Mayor and Commission hereby approve the renaming of the City's Multipurpose Center to the "Hazelle P. Rogers Multipurpose Center"; further mandating that such renaming shall be applicable to any future multipurpose center or other city facility intended to provide the same or similar uses as the current Multipurpose Center, regardless of location.

SECTION 3. IMPLEMENTATION. The Acting City Manager or designee is authorized to take all necessary administrative actions to implement the renaming of the facility, including, but

CODING: Words, symbols, and letters ~~stricken~~ are deletions; and words, symbols, and letters underlined are additions. Words, symbols, and letters double underlined are additions after first reading; words, symbols, and letters ~~double stricken~~ are deletions after first reading.

not limited to, the installation of signage and updating of City records and materials.

SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. INCLUSION IN THE CODE OF ORDINANCES: It is the intention of the City Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances in the City of Lauderdale Lakes and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 7. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 9TH DAY OF SEPTEMBER 2025.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE 23RD DAY OF SEPTEMBER 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Commissioner Karlene Maxwell-Williams

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

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INTEROFFICE MEMORANDUM
PARKS AND RECREATION DEPARTMENT

TO: **Mayor and Commission** **DATE:** **September 8, 2025**

Thru: **Venice Howard,**
Acting City Manager

From: **Vince Mullen,**
Assistant Director of Parks and Human Services

RE: **Report on Special Parks Advisory Board Meeting**

This memorandum serves as a formal report from the Parks and Recreation Advisory Board Liaison regarding the publicly advertised Special Parks Advisory Board meeting held on Wednesday, September 3, 2025, in the Geraffi Room at the City of Lauderdale Lakes.

As a result of a nomination made by Commissioner Karlene Maxwell-Williams during the City Commission Workshop on June 23, 2025, the Parks Advisory Board was designated as the ad hoc committee responsible for reviewing and making a recommendation regarding the proposed renaming of a City facility.

Following the formation of the ad hoc committee, a public notice was published in the *Sun-Sentinel* on August 31, 2025. The notice informed the public of the intent to hold a public meeting to discuss the proposed renaming of the City of Lauderdale Lakes Multi-Purpose Building, located at 4340 NW 36th Street, Lauderdale Lakes, Florida 33319, in honor of County Commissioner Hazelle Rogers. Commissioner Rogers expressed her desire to have a facility in the City named in her honor, and the Multi-Purpose Building was identified as the facility under consideration.

The public notice included the date, time, and location of the meeting; the address of the facility being considered for renaming; and a summary of Commissioner Rogers' significant contributions to the City of Lauderdale Lakes throughout her years of service.

On September 3, 2025, at 5:30 p.m., the meeting was called to order by the Parks Advisory Board Chair. The meeting agenda, which is also attached, was followed accordingly. A presentation was delivered by the City Liaison outlining the official procedures for renaming a City facility. These procedures, along with the purpose of the meeting, were also explained verbally to all Board members present.

Following the presentation, a discussion was held among the Board members regarding the proposed renaming. Subsequently, a formal vote was conducted. A copy of the meeting minutes, documenting the discussion and vote, is attached to this report.

It is important to note that no members of the public were in attendance at the meeting.

The proposed renaming of the Multi-Purpose Building carries no fiscal or business impact to the City, as the property is owned and maintained by the City of Lauderdale Lakes.

Please refer to the attached documents for additional details, including the public notice, meeting agenda, and minutes.

Should you require any further information or clarification, please do not hesitate to contact me.

Business Impact Estimate

This form should be included in the City Commission Meeting Agenda for ordinances, and must be posted on the City of Lauderdale Lakes ("City") website no later than the date the notice of the proposed ordinance is published.

Ordinance title/reference number: Renaming City Multipurpose Center Ordinance 2025-011

If any of the following exceptions[1] to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank.

- ☐ The ordinance is required for compliance with federal or state law or regulation;
- ☐ The ordinance relates to the issuance or refinancing of debt;
- ☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- ☐ The ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The ordinance is enacted to implement the following:
  a. Development orders, and development permits, as those are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046, regarding community development districts;
  d. Section 553.73, relating to the Florida Building Code; or
  e. Section 633.202, relating to the Florida Fire Prevention Code.

[1] A business impact estimate is not required for ordinances listed as an exception.

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

Proposed Ordinance No 2025-011 if adopted by the City Commission of Lauderdale Lakes, would authorize the renaming of the City's Multipurpose Center to the **"Hazelle P. Rogers Multipurpose Center".** This action was conducted in accordance with Section 2-493 of the City Code, and seeks to recognize Hazelle P. Rogers for her decades of distinguished public service and leadership and the invaluable contributions and sacrifices made in the name of, and for the benefit the residents, businesses of the City of Lauderdale Lakes, but also Broward County and the State of Florida. It also is intended to reflect and promote the values that support the health, safety, morals, and general welfare of the Lauderdale Lakes community.

There is no significant financial impact anticipated as a result of the renaming. Costs associated with renaming such as signage replacement and administrative updates are expected to be absorbed within existing City budget. The renaming does not alter the facility use, programming, staffing, operations, or service delivery.

Additionally, the ordinance ensures full compliance with Section 2-493 of the City Code, including all requirements for public notice, ad hoc committee review, report and recommendation to the City Commission, as well as the Commission's consideration of such report and recommendation.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city, including: **The proposed ordinance, if adopted, will not have any direct impact on private, for profit businesses in the City**.

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted; **There are no direct compliance costs that businesses may reasonably incur if the ordinance is enacted**

b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; **There are no new charges or fees on businesses subject to the proposed ordinance, or for which businesses will be financially responsible.**

c. An estimate of the city regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such cost. **There are no regulatory costs that will be imposed on businesses to cover such cost.**

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance. **The city does not expect that any businesses will be impacted by the ordinance**

4. Any additional information the City determines may be useful.

Date BIE is Posted: September 9, 2025

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-119 AUTHORIZING THE MAYOR AND THE ACTING CITY MANAGER TO AWARD A CONTRACT TO SOLITUDE LAKE MANAGEMENT IN THE AMOUNT OF SIXTY FOUR THOUSAND EIGHT HUNDRED AND TWELVE DOLLARS ($64,812.00) TO PROVIDE HERBICIDE APPLICATION FOR VEGETATION AND ALGAE CONTROL IN THE CITY'S CANAL NETWORK

Summary

This resolution authorizes the Mayor and the Acting City Manager to award a contract to Solitude Lake Management in the amount of $64,812.00 to provide herbicide application for vegetation and algae control in the city's canal network.

Staff Recommendation

Background:

The city maintains a network of 11 miles canal that requires regular maintenance in the form of trash removal, aquatic vegetation and algae control in order to ensure proper water flow, reduce blockages, and maintain public safety and aesthetics. The maintenance operation is conducted with a combination of man power, mechanical harvesting and chemical treatments.

Chemical treatment of canal requires the purchase, transport and storage of chemicals, equipment and trained personnel. In addition, chemical applications liabilities and licensing seasonal applicators can be challenging and hinder other critical maintenance operations. A licensed chemical spraying services have the workforce and equipment available to mobilize quickly and complete large-scale applications efficiently, minimizing disruptions to other city maintenance operations specifically during peak season where aquatic weeds and invasive plants grow faster than normal and the weather conditions are conducive for algae. **Current expenditures to purchase and transport chemicals, trained staffs, vehicle, boat , fuel and equipment are approximately $75,000.**

In order to improve productivity, scheduling, reduce downtime, an Invitation to Bid (ITB) was issued for licensed canal chemical spraying services. The (3) Proposals received and reviewed for compliance with specifications, qualifications, past performance, and cost-effectiveness are as follow:

Contractors Cost Proposals

Solitude Lake Management	$64,812.00
Southeast Land & Water Management LLC.	$349,992.00
Deangelo Contracting Services LLC.	$66,756.00

After evaluation, Solitude Lake Management was determined to be the most responsive and responsible bidder, offering the best value to the city. Staff is recommending the City Commission award the contract to Solitude Lake Management for an amount not to exceed Sixty Four Thousand, Eight Hundred and Twelve Dollars ($64,812.00).

Funding Source:

Funds for this contract are available in the Public Works Department’s operating budget for vegetation and algae control with chemical spraying.

Fiscal Impact:

Funds for this contract are available in the Public Works Department’s operating budget for vegetation and algae control with chemical spraying.

Sponsor Name/Department: Ronald Desbrunes, P.E., Public Works Director
Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-119 Awarding Contract for Canal Maintenance (Solitude_Lake_Management)	Resolution
🗋	Exhibit A - Bid Tabulation	Exhibit
🗋	Exhibit B - Draft Contract	Exhibit
🗋	Exhibit B - Scope of Service	Exhibit
🗋	Proposal from Solitude Lake Management	Backup Material

RESOLUTION 2025-119

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AWARDING AND AUTHORIZING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. ITB 23-3410-20B TO SOLITUDE LAKE MANAGEMENT, LLC IN AN AMOUNT NOT TO EXCEED SIXTY-FOUR THOUSAND EIGHT HUNDRED TWELVE AND NO/100 DOLLARS ($64,812.00), PROVIDING FOR HERBICIDE APPLICATION AND ALGAE CONTROL IN THE CITY'S CANAL NETWORK; A COPY OF SOLITUDE LAKE MANAGEMENT, LLC'S BID PACKAGE IS ATTACHED HERETO AS **EXHIBIT A**; A DRAFT COPY OF CONTRACT # 23-3410-20B AND SCOPE OF SERVICES IS ATTACHED HERETO AS **COMPOSITE EXHIBIT B**; COPIES OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") maintains a network of an eleven-mile canal that requires regular maintenance in the form of trash removal, aquatic vegetation and algae control in order to ensure proper water flow, reduce blockages, and maintain public safety and aesthetics;

WHEREAS, the maintenance operation is conducted with a combination of man power, mechanical harvesting and chemical treatments;

WHEREAS, chemical treatment requires the procurement, handling, and application of herbicides by trained personnel;

WHEREAS, current expenditures to purchase and transport chemicals, trained staffs, vehicle, boat, fuel and equipment are approximately Seventy-Five Thousand Dollars ($75,000), and the use of licensed herbicide application services has proven to be more efficient, and cost-effective for the City;

WHEREAS, in accordance with Sec. 82-356(1), the City issued Invitation to Bid No. ITB 23-3410-20B for licensed canal chemical spraying services;

WHEREAS, three (3) bids were received and evaluated for compliance with specifications, qualifications, past performance, and cost-effectiveness, with the following results:

a. Solitude Lake Management, LLC - $64,812.00

b. Southeast Land & Water Management LLC - $349,992.00

c. Deangelo Contracting Services LLC - $66,756.00

WHEREAS, after the subject bids were evaluated based on the requirements set forth in the ITB, Solitude Lake Management, LLC was determined to be the lowest, fully responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bid and offering the best value to the City;

WHEREAS, the Director of Financial Services or designee has verified that the purchase request has sufficient unencumbered funds to cover the purchase, as the funds for this contract are available in the Public Works Department's operating budget for vegetation and algae control with chemical spraying; and

WHEREAS, City Staff recommends the City Commission award the contract to Solitude Lake Management, LLC for an amount not to exceed Sixty-Four Thousand Eight Hundred Twelve and No/100 Dollars ($64,812.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby awards and authorizes the Mayor and Deputy City Clerk to execute and attest, respectively, that certain Contract No. ITB 23-3410-20B to Solitude Lake Management, LLC to provide herbicide application for vegetation and algae control in the City's canal network in an amount not to exceed Sixty-Four Thousand, Eight Hundred Twelve Dollars and No/100 ($64,812.00), in substantially the form as attached hereto as **Composite Exhibit B**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Solitude Lake Management, LLC; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Ronald Desbrunes, P.E., Public Works Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

ITB23-3410-20B

Canal Maintenance Services- Herbicide Application Services for Canals

	Solitude Lake Mgmt		Southeast Land & Water Mgmt, LLC		Deangelo Contracting Services, LLC	
	54-1940110		81-4371812		85-0542566	
	Location	Pompano Bch	Location	Fort Laud.	Location	Boynton Bch
	Active-Sunbiz	Yes	Active-Sunbiz	Yes	Active-Sunbiz	Yes
	Oprtional Svcs	Yes	Oprtional Svcs	Yes	Oprtional Svcs	Yes
	Annual (12 months)	**64,812.00**	Annual (12 months)	**349,992.00**	Annual (12 months)	**66,756.00**
Item/Service	Qty Acres	Cost Per Month	Annual Total Cost	Cost Per Month	Annual Total Cost	Cost Per Month	Annual Total Cost
Oakland Estates	15	1,573.00	18,876.00	6,250.00	75,000.00	1,579.89	18,958.68
Orioles Estates	10	907.00	10,884.00	4,167.00	50,004.00	1,084.79	13,017.48
Westgate Estates	12	770.00	9,240.00	5,000.00	60,000.00	801.07	9,612.84
Northgate Estates	8	719.00	8,628.00	3,333.00	39,996.00	483.98	5,807.76
Eastgate Estates	25	1,432.00	17,184.00	10,416.00	124,992.00	1,613.27	19,359.24
		Total	**64,812.00**	**Total**	**349,992.00**	**Total**	**66,756.00**

Legal Ad: 7/14/2023
Bids Closed: 8/11/2023
Broadcast:378
Planholders:17
Bids Received: 3

Prepared by: Bobbi Williams
Verified by: Geeta Ramharry

CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2828
FAX (954) 535-1892

CONTRACT #23-3410-20B
CANAL MAINTENANCE SERVICES – HERBICIDE APPLICATION SERVICES

This Contract is made as of the ___day of _____ by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida ("CITY"), and SOLITUDE LAKE MANAGEMENT, LLC, a corporation authorized to do business in the State of Florida, ("CONTRACTOR"), whose Federal I.D. Number is 54-1940110.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes, and;

WHEREAS, at its meeting of _____, 2025, by Resolution #2025-xxx, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #23-3410-20B;

WHEREAS, the CONTRACTOR is willing and able to perform the work of Community Shuttle Bus Services for the compensation and on the terms, conditions and specifications hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide transportation services as more specifically set in the Scope of Services detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative.

ARTICLE 2 - TERM

The initial term is two (2) years, beginning _____, and ending _____, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. At the CITY's sole option, the Term may be renewed for three (3) additional years, such option to be exercised on a year-to-year basis, in the absolute discretion of the CITY. In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in this specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Extension of Contract:
The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit "B", Schedule of Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.

B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

   Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

D. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

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ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars ($100) upon compliance with A through D of this Article 5. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "C", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a sub-Contractor or to reject the selection of a particular sub-Contractor and to inspect all facilities of any sub-Contractors in order to make a determination as to the capability of the sub-Contractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any sub-Contractors on this project the following provisions of this Article shall apply:

If a sub-Contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-Contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-Contractor by the CITY. The substitution of a sub-Contractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONTRACTOR, its sub-Contractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-Contractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

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ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 – INSURANCE

A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

C. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of $1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. It shall be the responsibility of the CONTRACTOR to insure that all sub-Contractors comply with the same insurance requirements referenced above.

G. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.

H. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are

received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.

I. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at it's sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

J. All insurance, other than Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 11- SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein

conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 18 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than it's bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

(1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
(2) Notify the CITY of any estimated change in the completion date, and
(3) Advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Attn: City Manager

City of Lauderdale Lakes
4320 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2778
Fax (954) 777-3249

Copy to: Financial Services Director

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2828
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

SOLitude Lake Management, LLC

Attn: Gary Wilhelm
4100 N Powerline Road,
Pompano Beach, FL 33073
Tel: (888) 480-5253
Cell: (954) 275-1498
Email: gwilhelm@solitudelake.com

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ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS

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

ARTICLE 28 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 29 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to of or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 30 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 31 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 32 - CONTRACT DOCUMENTS

The Contract documents are as follows: Contract, Request for Proposal, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the _____ day of ____, 2025.

CONTRACTOR NAME

Corporate Seal

Witness

, President(TBD)

As to the CITY on the _____ day of _____, 2025.

SEAL OF **THE CITY OF LAUDERDALE LAKES**

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

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SECTION 2 – SCOPE OF SERVICES

I. General Scope

City of Lauderdale Lakes manages 11 canals and is soliciting a qualified and experienced Contractors to provide herbicide application services for aquatic weeds in City canals and lakes.

II. Project Background

The work consists of furnishing all labor, equipment, materials, supplies and supervision necessary to perform all operations in connection with the mechanical removal or chemical/pesticide application of aquatic weeds in canals and lakes, as necessary for maintaining free flow of water and high aesthetic value.

a) The area of canals and lakes covered by Agreement consist of approximately seventy (70) acres identified in the attached map labeled “Canal Acres Map”, which consists of: Oakland Estates, Orioles Estates, Westgate Estates, Northgate Estates and Eastgate Estates. Contractor shall access canals at locations identified in the attached maps labeled “Boat Launched Sites Color Map and Boat Launch Sites Streets Map” also attach for review a Canal Depth Map.
b) Contractor shall perform all operations necessary to remove and/or eradicate aquatic plant growth including, but not limited to, water hyacinths, cattails, broadleaf weeds, hydrilla, rotala, hygrophilla, torpedo grass, bank weeds, and other waterborne plants including algae. Contractor shall be responsible to ensure such removal and/or eradication will result in an aesthetically pleasing canal system, free from visible aquatic plant growth.
c) Bank Weed shall be defined as the weed growth adjacent to and encroaching into the canal system above the normal water level. This type of growth shall be maintained routinely, however, not less than once per month.
d) The Contractor shall use only approved chemicals in accordance with Aquatic Plant Management. In the event a chemical is banned by the appropriate governing agency of the State of Florida during the term of this Agreement, the Contractor shall continue work using an approved chemical equivalent. Should Contractor be required, by any Governmental Agency other than the City, to change any chemical during the term of a subsequent Agreement, Contractor shall immediately notify the City’s Streets and Stormwater Superintendent of such requirement. However, under no circumstances is the Contractor to implement any new chemicals without first obtaining authorization from the City’s Streets and Stormwater Superintendent.
e) In the course of aquatic vegetation control, good water management practice shall be maintained at all times. Herbicides applied to canal banks shall be applied in a manner to prevent canal bank erosion. The rate of application of chemicals shall be as directed by label to avoid fish kills.
f) The Contractor shall use extreme care to avoid damage to lawns, shrubs, trees and groundcovers adjacent to the Canal System. Contractor shall be responsible, at Contractors expense, to replace any sod, shrubs, trees, groundcovers, or any other damage to private or public property as a result of Contractors operations.
g) A list of chemicals to be used, rates of application, and intended time-use restrictions to be observed shall be submitted to the City for approval. Drift control agents shall be used in areas where herbicides are being applied on or above the water surface to avoid drift onto surrounding vegetation.
h) The Contractor shall post restriction signs, stating the nature and period of restriction, in specified locations along the treated area in order to warn property owners utilizing canal water as a source of irrigation. City will provide specified locations to Contractor. The City owns and maintains approximately 11 miles of canals that serve as essential networks to the South Florida Water Management District C-13 Canal. Currently, the existing canals

have a mix of different types of revetment systems in different stages of disrepair potentially leading to land based discharges, pollutants and other elements that negatively impact water quality. During significant rainfall events, excess storm water runoff within the City is conveyed to the City's 11-mile canal network system via the city's secondary drainage system which is comprised of swales, ditches, catch basins, inlets and culverts, and outfall structures.

III. Maintenance Treatment

a) Maintenance treatment shall consist of inspection and treatment as often as necessary to accomplish progressive weed destruction and control, but no more than thirty (30) days shall elapse between treatments unless otherwise approved by the Streets and Stormwater Superintendent.
b) It is the objective of the City of Lauderdale Lakes for the Contractor to provide a maintenance control program for the duration of the subsequent Agreement. The Contractor shall submit a brief written report on a monthly basis to the Streets/Stormwater Superintendent. Said report shall be based upon monthly treatments and/or inspections of the waterways covered under a subsequent Agreement and shall identify the current condition of the waterways including, but not limited to, areas of concern and proposed treatments to address said areas.
c) The Contractor must demonstrate competence in distinguishing between beneficial species and noxious invasive species. If any beneficial plant species are removed or destroyed, it will be the Contractor's responsibility to replace them, in kind, at their expense, in a timely fashion, when chemical residue has subsided and it is safe to do so.

IV. Additional Requirements

a) The Contractor shall deliver to the Streets/Stormwater Superintendent, after each treatment, a report, in duplicate, indicating the canals treated, type of treatment, chemicals used, condition of weed growth, number of men on the job site, and hours required to perform work.
b) The Contractor must comply with all federal, state, and local regulations concerning record keeping, to include providing the City with quarterly and annual reports. **It shall be the responsibility of the Contractor to provide the Florida Department of Environmental Protection and the Florida Fish and Wildlife Conservation Commission with a treatment program, maps and vegetation surveys of areas involved and secure all necessary state and local permits that are required.**
c) The Contractor shall provide experienced and certified personnel under competent supervision to perform all work required by a subsequent Agreement in a safe and efficient manner. **Contractor shall have at least one person, on site at all times, licensed as Public Applicator, Category 5A, by the Florida Department of Agriculture and Consumer Services,** when performing any chemical pesticide/herbicide applications within the City. The Contractor shall submit copies of all current Public Applicator Licenses with their proposal.
d) It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment or facilities which may be disturbed or damaged due to Contractor's maintenance operations.
e) The Contractor shall notify the Streets/Stormwater Superintendent, at least forty-eight (48) hours in advance, of any chemical pesticide/herbicide applications and shall indicate date, time and location of said application.
f) Contractor shall be responsible for providing all equipment necessary to perform the chemical pesticide/herbicide applications to the satisfaction of the City. All equipment shall be in good working condition, regularly maintained, and reliable. The City of Lauderdale Lakes reserves the right to inspect, and at its discretion, reject the use of any equipment to be used in reference to this Agreement.

V. Schedule of Services

Contractor agrees to include the following water management services:

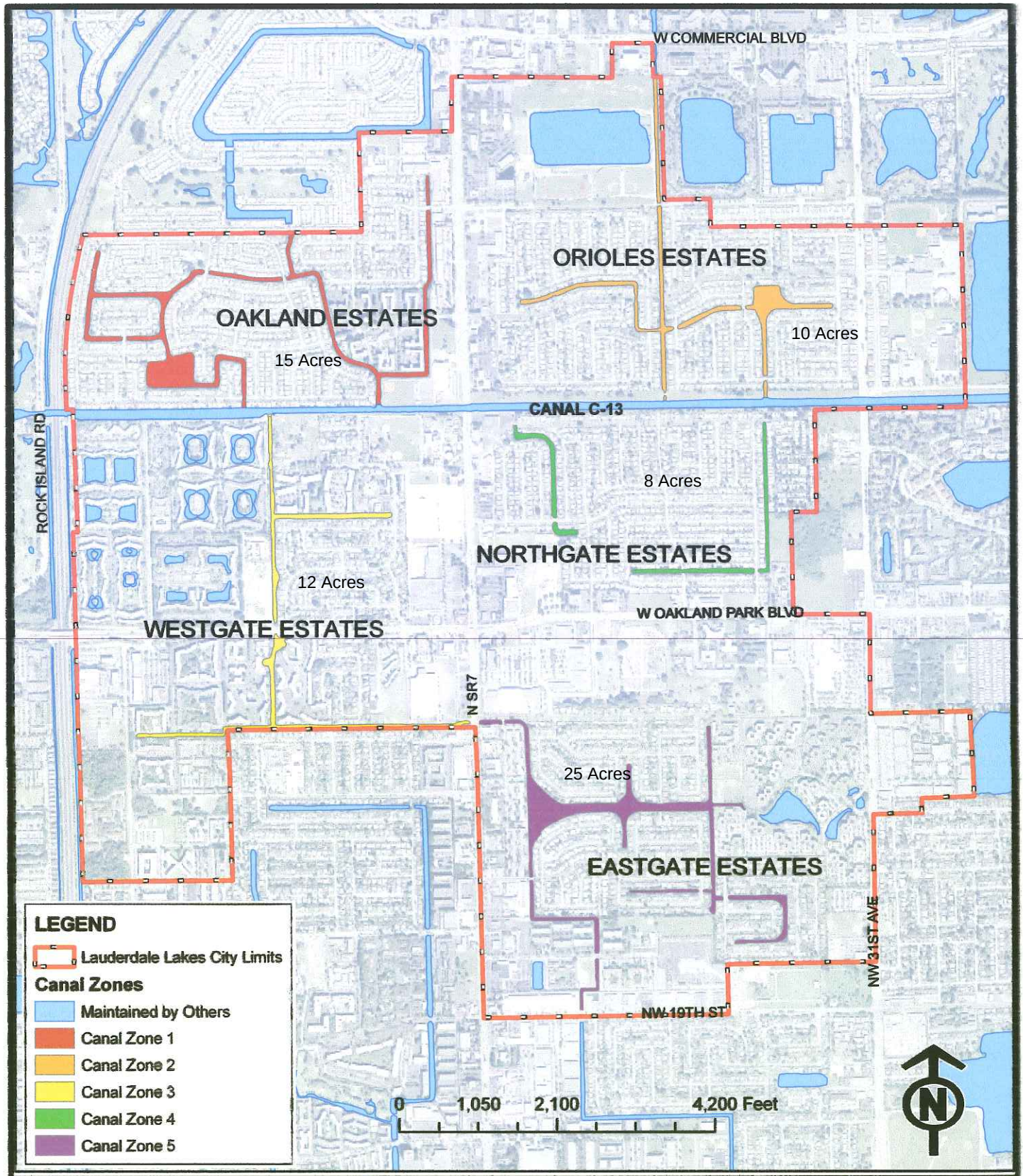
- Algae and Aquatic Weed Control
- Bank Weed/Border Grass Control at water's edge
- Water Testing
- Bacteria Testing
- Aquatic Consulting
- Management Reporting
- Follow-up Inspections

Scheduled Annual Site Visits (18):

January (1)	February (1)	March (1)	April (2)	May (2)	June (2)
July (2)	August (2)	September (2)	October (1)	November (1)	December (1)

Contractor must provide a total of eighteen (18) site visits to the areas identified on the attached map labeled "Canal Acres Map" herbicide treatment.

[END OF SECTION]



A.D.A. ENGINEERING, INC.

City of Lauderdale Lakes

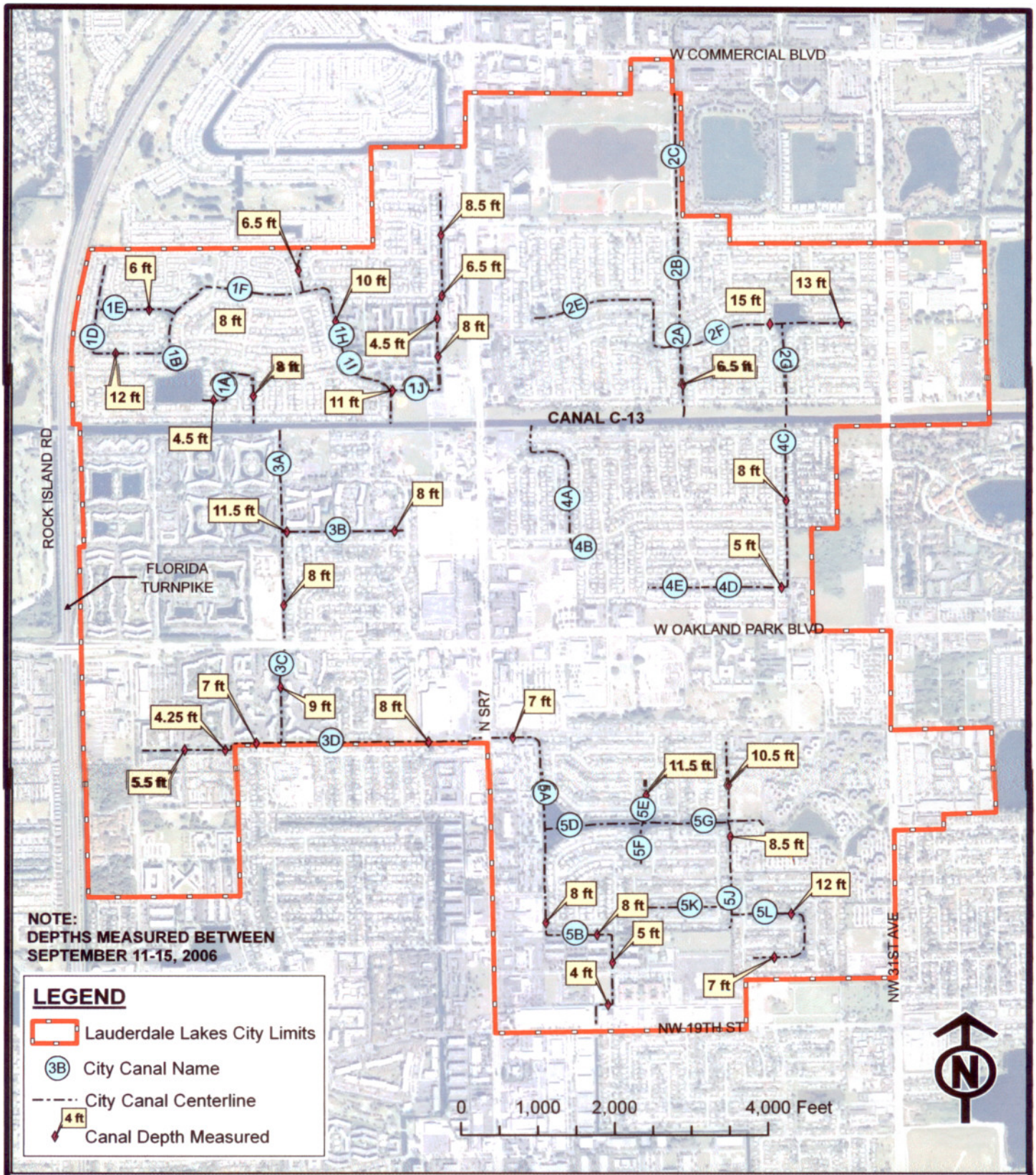
Canal Zones

ADA Project # C154-0106-01

Date: 03/09/07

Prepared by: O.C.

Figure 3.1.1



A.D.A. ENGINEERING, INC.

City of Lauderdale Lakes

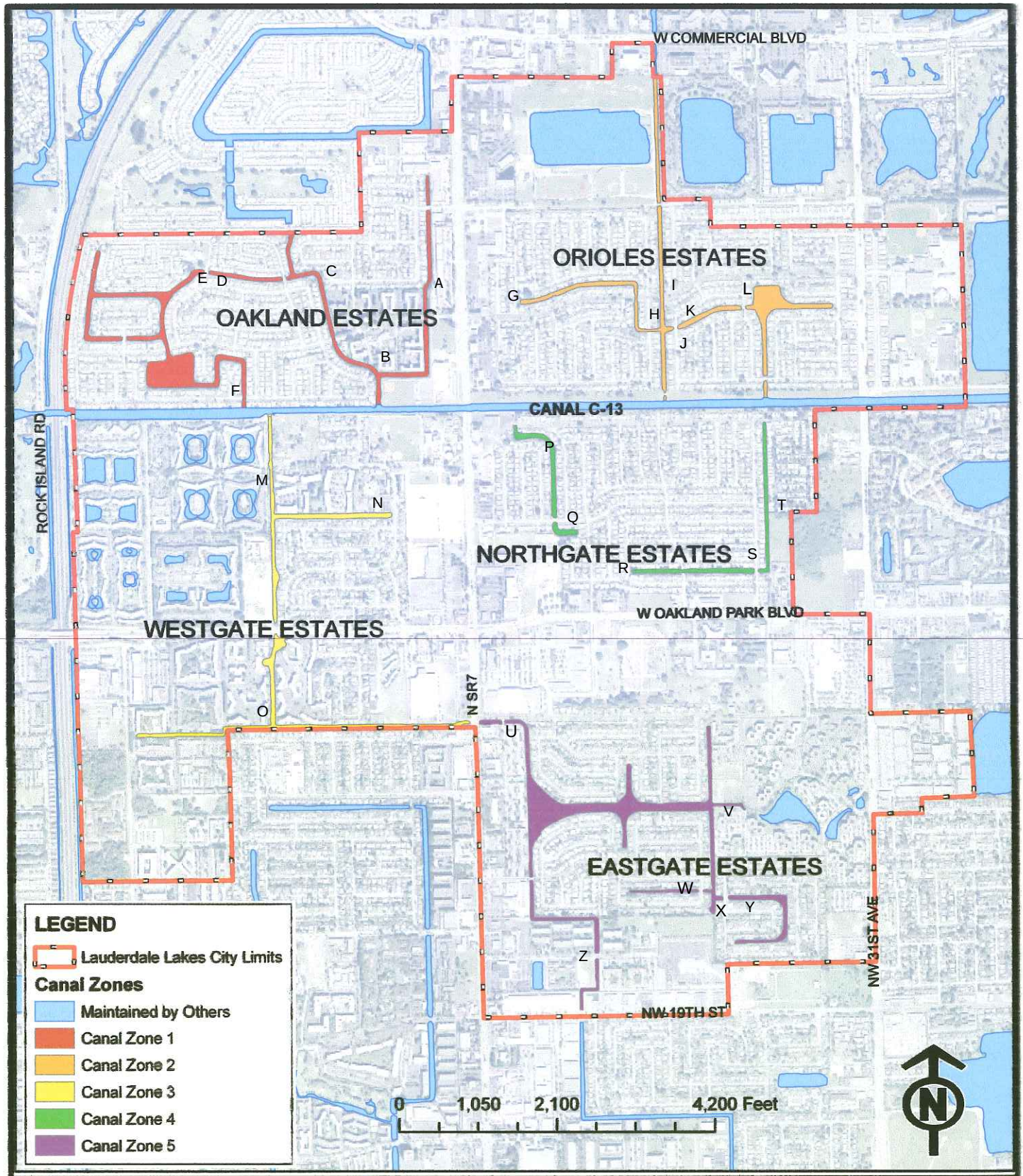
Canal Depth Measured during Field Site Visits

ADA Project # C154-0106-01

Date: 03/09/07

Prepared by: O.C.

Figure 3.4.1



A.D.A. ENGINEERING, INC.

City of Lauderdale Lakes

Canal Zones

ADA Project # C154-0106-01

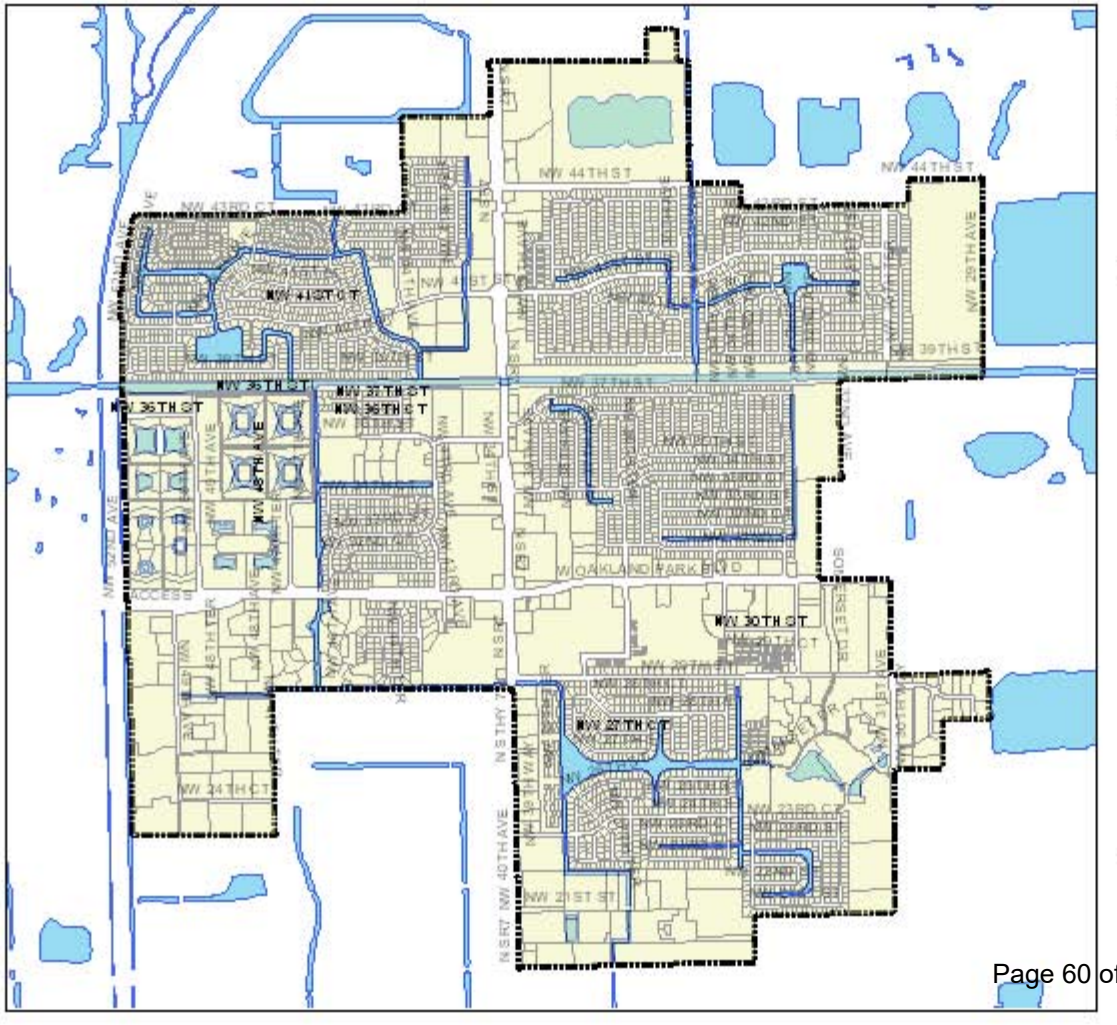
Date: 03/09/07

Prepared by: O.C.

Figure 3.1.1

Boat Launch Sites

A - 4201 SR 7
B - 4000 NW 44 Ave
C - 4401 NW 41 ST
D - 4795 NW 42 ST
E - 4201 NW 48 Ave
F - 3900 NW 47 Ave
G - 3821 NW 41 ST
H - 4041 NW 35 Ave
I - 3465 NW 41 ST
J - 4001 NW 34 Ave
K - 3460 NW 40 CT
L - 4060 NW 33 Ave
M - 3401 - NW 47 Ave
N - 3463 NW 43 Ave
O - 2801 NW 47 Ave
P - 3596 NW 38 Ave
Q - 3726 NW 34 ST
R - 3590 NW 32 CT
S - 3300 NW 32 CT
T - 3245 W Oakland Park
U - 2824 NW 26 ST
V - 2890 Somerset Dr.
W - 3464 NW 23 CT
X - 2251 NW 34 Ave
Y - 3398 NW 23 ST
Z - 3600 NW 21 ST



CITY OF
LAUDERDALE LAKES
FLORIDA

BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

Contractor/Firm Name	SOLitude Lake Management, LLC
Contact Name:	Gary Wilhelm
Contact Phone:	(954) 275-1498
Contact Email:	gwilhelm@solitudelake.com

Before sealing your bid envelope make sure the following items are included in your bid submittal:

1. Bid Form: Carefully read all Bid Documents, review the project scope and properly fill out the Bid Form. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

2. Bidder's Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

3. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it properly notarized.

4. Trench Safety Act: Complete and sign the Trench Safety Act form (if applicable).

5. Warranties: Complete and sign the Warranties form.

6. E-Verify Form: Complete and sign the E-Verify form.

7. Bid Bond (If Applicable): Include a five percent (5%) Bid Bond. Failure to provide a Bid guarantee will result in automatic rejection of your Bid. All required Bonds must be submitted on the City's Bond forms, included in this document. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

8. Proof of Insurance: Include ***proof*** of insurance containing a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the City and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the City and their officers, directors, agents, and employees as "additional insured".

9. License: Attach certificate of competency, state registration and any other applicable licenses.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Form is not being submitted at this time. Return this page to the Financial Services Department to avoid removal from the City of Lauderdale Lakes vendor listing.

_____

_____

BID FORM

Canal Maintenance Services – Herbicide Application Services

Submitted By: SOLitude Lake Management, LLC Date: 8/8/2023

to furnish and deliver all materials and to do and perform all Work as is required for the project scope.

In order to be considered for this project, **the Bidder shall** be licensed and have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days after the date of City's Notice of Tentative Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that

   a. Bidder has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
1	8/9/2023		

   of all of which is hereby acknowledged;

   b. Bidder has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the City is acceptable to Bidder.

4. Bidder proposes to furnish the Work in conformity with the Specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the Bid Documents.

5. It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The City of Lauderdale Lakes. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 1

ADDENDUM NO. 1
TITLE: Canal Maintenance Services – Herbicide Application Services for Canals

ITB NO.: 23-3410-20B
ITB CLOSING DATE: August 11, 2023 @ 10:30 AM

DATE: August 9, 2023

NUMBER OF PAGES: 3

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:
Pre-Bid Conference and Site Inspection: The pre-bid conference and site inspection was held, July 27, 2023 at 1:30 pm. The list of participants are included in this addendum (1 page).

Questions & Answers:
Q.1. What conditions are the canals in?
A.1. Canals are in satisfactory condition.

Q.2. Are there are any herbicide restrictions?
A.2. No

Q.3. Are there opportunities to access the canals after the initial site?
A.3. Yes, but access may be limited in some areas. Please contact the City for additional site visits.

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

SOLitude Lake Management, LLC
COMPANY NAME

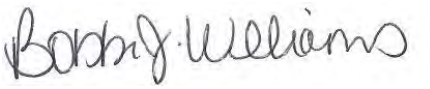
Trina L. Duncan 8/10/23
SIGNATURE/DATE

Trina L. Duncan, Business Manager 08/10/23
PRINTED NAME

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

CITY OF LAUDERDALE LAKES



Bobbi Williams, MPA
Assistant Director, Financial Services

Mandatory Pre-Bid Conference Sign-in Sheet & Site Inspection

Project Title: ITB 23-3410-20B
Canal Maintenance Services - Herbicide Application Services for Canals

Date: 7/27/2023

	Company/Representative	Address/Email	Phone #
	HUGHIE CUCURULLO	HCUCURULLO@AVEAQUATIC.COM	305-224-3562
	LEWIS COLLINS ROCKHOPPER	rockhopper@hughes.net	813-380-7085
	AQUAJIX/DCS - JASON JONES	JJONES@DEANGELOCS.COM	954-~~000 000~~ 419-7786
	SOUTHEAST LAND CLARKE HARLOW	clarke@selwm.com	954-240-7500
	GARY WILHELM/SOLITUDE LAKE MANAGEMENT	GWILHELM@SOLITUDELAKE.COM SOLITUDE LAKE MANAGEMENT	954 275-1498

PROPOSED PRICING SCHEDULE

Use the separate excel version to calculate price.

Item/Service	Qty Acres	Cost Per Month	Annual Total Cost
Oakland Estates	15	$1,573.00	$18,876.00
Orioles Estates	10	$ 907.00	$10,884.00
Westgate Estates	12	$ 770.00	$ 9,240.00
Northgate Estates	8	$ 719.00	$ 8,628.00
Eastgate Estates	25	$1,432.00	$17,184.00

Total Project Cost Written: Sixty-four thousand eight hundred twelve Dollars and zero Cents

OPTIONAL TREATMENTS:

Treatment/Application Type	Price/Acres
Shoreline grasses	$165.00
Submersed Aquatic (species dependent)	$365.00 - $675.00
Algae (species dependent)	$260.00 - $375.00

*Award will not be based upon the optional services.

All proposed items shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit.

Contractor shall furnish all labor, materials, and equipment and perform all the necessary Work in the manner and form provided in the Contract Documents.

6. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.

7. Communications concerning this Bid shall be as follows:

   Contact Person Gary Wilhelm

   Business Address 4100 N. Powerline Road

   City, State, Zip Code Pompano Beach, FL 33073

Business Phone Number (888) 480-5253

Email Address Gary Wilhelm

Cell Phone Number (954) 275-1498

8. Other pertinent information is as follows:

License Number 4474378 (Please Attach Copy)

Federal Tax ID# 54-1940110

Federal Employment ID # _____

Submitted on this 11th day of August, 2023.

a. (If an individual, partnership, or non-incorporated organization) Limited Liability Company

_____

(Signature)

Business Manager

(Title)

b. (If a corporation)

(Affix Seal)

Signature of
BIDDER _____

By _____

Attested by

Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

City of Lauderdale Lakes
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;

2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;

3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.

4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof.

5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.

7. Proposer understands that all information listed above may be checked by the City of Lauderdale Lakes and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the City of Lauderdale Lakes and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this 11th day of August, 2023.

(If an individual, partnership, or non-incorporated organization) Limited Liability Company

Laurie Ethridge
Witness
Laurie Ethridge
Printed
Sales Support Lead
Title

SOLitude Lake Management, LLC
Company
Trina L. Duncan
By
Trina L. Duncan, Business Manager
Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____

City of Lauderdale Lakes
BIDDER'S QUALIFICATIONS STATEMENT

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone, Fax Number and Email:

   SOLitude Lake Management, LLC
   2844 Crusader Circle, Ste. 450
   Virginia Beach, VA 23453
   (888) 480-5253 tduncan@solitudelake.com

2. Number of years as a Contractor in this type of work: since 1999

3. Names and titles of all officers, partners or individuals doing business under trade name:

   Brett T. Ponton, CEO
   Jason J. Coyle, CFO
   William McAllister, Secretary

4. The business is a: Sole Proprietorship O Partnership O X Limited Liability Corporation Corporation O

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

   No bonds required

6. What is the last project of this nature that you have completed? Include the project value.

   Plantation Acres: on-going account for 20 + years. Contract Value: $29,000.00

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

   No

8. Have you personally inspected the proposed Work and do you have a complete plan for its performance?

   Yes

9. List CM's or GC's your company has worked for within the past three years.

CM/GC No. 1	Plantation Acres	Contact Person:	Angel Alvarez	Tel: Fax:	(954) 474-3092
CM/GC No. 2	Rock Creek HOA	Contact Person:	Paula Rodriguez	Tel: Fax:	(954) 435-1727

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1	Green Cay	Location:	12800 Hagen Ranch Road Boynton Beach, FL 33437	Date Completed:	Since 2019 ongoing
			Your $ contract Amount: $81,180.00		
Contracting Agency/Owner:	Palm Beach County	Contact Person:	Scott Gould	Tel: Fax:	(561) 436-7070
Project No. 2	Wycliffe Golf & Country Club	Location:	4650 Wycliffe Country Club Blvd. Wellington, FL 33449	Date Completed:	Since 2017 ongoing
			Your $ contract Amount: $38,180.00		
Contracting Agency/Owner:	Private	Contact Person:	Rob Martin	Tel: Fax:	(561) 537-0837
Project No. 3	Mirasol	Location:	790 Park of Commerce Blvd. Ste. 200 Boca Raton, FL 33487	Date Completed:	Since 2017 ongoing
			Your $ contract Amount: $13,632.00		
Contracting	Private	Contact Person:	Marsha Adler	Tel:	(561) 626-0030 ext. 103
Agency/Owner:		Person:		Fax:	

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Key personnel - attached

12. State the name and licensing of the individual who will have personal supervision of the Work.

Eric Dolan

13. Will you sublet any part of this Work? If so, give details.

No

14. What equipment do you own that is available for the Work? (Attach additional sheets as necessary)

Equipment List - attached

15. What equipment will you purchase for the proposed Work?

None

16. What equipment will you rent for the proposed Work?

None

Key Individuals Organization List

Todd Barhydt - District Manager SEFL

- 31 years of field, sales and management experience
- Currently responsible for more than 1500 clients and a support stay over 50

Eric Dolan - Operations Manager,

- 18 years of field and management experience
- Currently responsible for approximately 700 clients and a staff of 15 field personnel

John Preciado - Senior Aquatic Specialist

- Over 21 years of lake management experience
- Manages over 40 clients

Michael Robinson - Wetland Crew Leader

- With 6 years of wetland management experience
- Manages over 800 acres of wetland/preserve areas and a crews of 6-15 members

Equipment List

Quantity	Equipment
15	Trucks – Ford F150 and Toyota Tacoma 4-wheel drive
15	Backpack sprayers – 4 gallon capacity with wand sprayer
12	Boats – 15-16’ motorboats with motorized dual tank spray systems
4	JD Gators – ATV with motorized tank spray systems
2	Argo – amphibious vehicle with motorized spray system
1	Pelican – 2 man portable boat with motorized spray system
3	Kawasaki Mules – with motorized spray system

City of Lauderdale Lakes
DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Trina L. Duncan 08/10/23
BIDDER's Signature

Trina L. Duncan, Business Manager
(Print or Type Name)

City of Lauderdale Lakes
NON-COLLUSION AFFIDAVIT

STATE OF ~~FLORIDA~~ VIRGINIA

COUNTY OF CITY OF VIRGINIA BEACH

Trina L. Duncan being first duly sworn, deposes and says that:

1. Bidder is the Business Manager,
(Owner, Partner, Officer, Representative or Agent)

2. Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest.

Trina L. Duncan
BIDDER's Signature

Trina L. Duncan
(Print or Type Name)

Sworn to (or affirmed) and subscribed before me via □ physical presence OR □ online notarizations this 10th day of August, 2023.

By Trina L. Duncan

Personally known X OR produced identification _____

Type of identification produced: n/a

KAREN J. AVERY NOTARY PUBLIC MY COMMISSION NUMBER 7286881 COMMONWEALTH OF VIRGINIA

Signature of Notary Public, State of ~~Florida~~ Virginia

Notary seal (stamped in black ink) OR Printed, typed or stamped name of Notary and Commission Number 7286881

City of Lauderdale Lakes
E-VERIFY AFFIRMATION STATEMENT

ITB/Bid/Contract No: ITB23-3410-20B

Project Description: Canal Maintenance Services – Herbicide Application Services for Canals

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both Prime Contractors and subcontractors. It is the responsibility of the Prime Contractor to verify compliance with subcontractors.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that 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.

SOLitude Lake Management, LLC
CONTRACTOR/PROPOSER/BIDDER Company Name

Trina L. Duncan
Authorized Company Signature

08/10/23
Date

Trina L. Duncan
Authorized Company Printed Name

Business Manager
Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta GA 30328	**CONTACT NAME:** Certificate Unit **PHONE (A/C, No, Ext):** 404-781-1700 **FAX (A/C, No):** **E-MAIL ADDRESS:** certificate@epicbrokers.com
INSURED RENTOKI-01 SOLitude Lake Management, LLC. Rentokil North America, Inc. (REN478) 1320 Brookwood Drive, Suite H Little Rock AR 72202-1412	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ACE American Insurance Company 22667 **INSURER B :** ACE Property & Casualty Insurance Company 20699 **INSURER C :** Arch Insurance Company 11150 **INSURER D :** Arch Indemnity Insurance Company 30830 **INSURER E :** Allianz Underwriters Insurance Company 36420 **INSURER F :** AXIS Insurance Company 37273

COVERAGES **CERTIFICATE NUMBER:** 1702220215 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			OGLG27240331	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
C C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			31CAB1044402 31CAB1044502	10/1/2022 10/1/2022	10/1/2023 10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			XOOG27239420	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		31WCI1044202 34WCI1044302	10/1/2022 10/1/2022	10/1/2023 10/1/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A E F	Errors & Omissions Liability CPL (Excluding Aerial Ops) Crime/Client Coverage	N	N	OGLG27240331 U5L00127922 P-001-000968899-01	10/1/2022 10/1/2022 10/1/2022	10/1/2023 10/1/2023 10/1/2023	Each Incident/Agg Each Incident/Agg Each Occurrence	$5,000,000 $5,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CPL = Contractor's Pollution Liability

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Kinnett

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pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2022 - 2023

Business Tax Receipt Valid from: October 1, 2022 through September 30, 2023

4474378 10/13/2022
SOLITUDE LAKE MANAGEMENT LLC
2100 NW 33 ST

POMPANO BEACH FL 33069

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: SOLITUDE LAKE MANAGEMENT LLC
BUSINESS LOCATION: 2100 NW 33 ST POMPANO BEACH FL

RECEIPT NO:	**CLASSIFICATION**
23-00105137	**OFFICE-CORPORATE**

NOTICE: A NEW APPLICATON MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-120 AUTHORIZING THE MAYOR AND THE ACTING CITY MANAGER TO AWARD A CONTRACT TO STANTEC CONSULTING SERVICES INC., FOLLOWING A SOLICITATION (RFP25-3110-04R) ON THE CITY'S DEMANDSTAR PLATFORM TO PROVIDE A SOLID WASTE RATE STUDY FOR THE CITY'S SOLID WASTE SPECIAL ASSESSMENT IN THE AMOUNT OF THIRTY THOUSAND FOUR HUNDRED DOLLARS ($30,400.00)

Summary

This resolution authorizes the Mayor and the Acting City Manager to award a contract to Stantec Consulting Services, Inc., in the amount of $30,400.00 to provide a rate study for the City's Solid Waste Special Assessment.

Staff Recommendation

Background:

The city's solid waste collection, disposal, recycling and other related services fees are funded through the Solid Waste Fund. This is a Non-Ad valorem special assessment fee established annually by City Commission resolution for residential properties. For FY 2026 the proposed residential rate is $272. This rate has been established since fiscal year 2018-19 and has not been adjusted. Costs for solid waste processing have been on the rise annually. The current rate structure maybe not be sustainable. In order to determine whether the current special assessment fee can adequately cover the costs of waste processing, a rate study is needed to analyze current revenue versus program costs, evaluate projected future costs and service demands, review the existing rate structures for compliance with applicable laws and industry best practices and make recommendations for adjustments to ensure long-term financial sustainability.

The city recently amended Ordinance, 2024-014 (September 10, 2024), Franchise Fee for Solid waste collection: Section 11 "Adjustment Of charges", where the annual rate adjustments for the city will be a flat 5% which takes effect on October 1, 2025 and every October 1 thereafter.

To ensure that any rate changes to the residents will be fair, a Request for Proposal (RFP), RFP25-3110-04R, for a professional solid waste rate study was advertised on the city's DemandStar platform. The city received 4 proposals which were reviewed and evaluated by an evaluation committee comprised of 3 members, from different departments within the city. Proposers were evaluated based on qualification and experience, Methodology, Past performance and References, Price and Location. The final ranking of the proposals is as follows:

Firm	Cost	EvaluationScore
StantecConsultingServices,Inc.	$30,400.00	256.0
NewGen Strategies & Solutions, LLC	$39,965.00	236.2
RaftelisFinancialConsultants, Inc.	$69,880.00	244.6
SCS Engineers	$41,875.00	249.9

Stantec Consulting Services, Inc. scored the highest during the evaluation process, as well as they were identified as the most responsive and responsible proposer, offering the necessary technical expertise, municipal rate-setting experience, and competitive pricing necessary to complete the study.

Staff is recommending the City Commission award the contract to Stantec Consulting for an amount not to exceed Thirty-Thousand, Four Hundred Dollars ($30,400.00). C i t y s t a f f i s r e q u e s t i n g a one-time engagement; however in the future, the City may wish to seek additional services from the successful firm to provide updates to the Solid Waste Rate Study.

Funding Source:

Funds are available in the Solid Waste Enterprise Fund, Professional Services account.

Fiscal Impact:

Funds are available in the Solid Waste Enterprise Fund, Professional Services account.

Sponsor Name/Department: Ronald Desbrunes, P.E., Public Works Director

Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-120 Approving Solid Waste Rate Study	Resolution
🗋	Exhibit A - Stantec Proposal	Exhibit
🗋	Exhibit B - Draft Contract with Stantec Consulting Services	Exhibit
🗋	Evaluation Committee Report	Backup Material

RESOLUTION 2025-120

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AWARDING AND AUTHORIZING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. 25-3110-04R TO STANTEC CONSULTING SERVICES, INC. IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($30,400.00), PROVIDING FOR A SOLID WASTE RATE STUDY FOR THE CITY'S SOLID WASTE SPECIAL ASSESSMENT; A COPY OF STANTEC CONSULTING SERVICES, INC.'S PROPOSAL IS ATTACHED HERETO AS **EXHIBIT A**; A DRAFT COPY OF CONTRACT NO. 25-3110-04R IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes' ("City") solid waste collection, disposal, recycling and other related services fees are funded through the Solid Waste Fund;

WHEREAS, this is a non-ad valorem special assessment fee established annually by City Commission resolution for residential properties. For FY 2026, the proposed residential rate is $272. This rate has been established since FY 2018-19 and has not been adjusted;

WHEREAS, costs for solid waste processing have been on the rise annually and the current rate structure may not be sustainable;

WHEREAS, in order to determine whether the current special assessment fee can adequately cover the costs of waste processing, a rate study is needed to analyze current revenue versus program costs, evaluate projected future costs and service demands, review the existing rate structures for compliance with applicable laws and industry best practices, and make recommendations for adjustments to ensure long-term financial sustainability;

WHEREAS, the City recently amended Ordinance 2024-014, Division 4 Waste Management, Inc., of Florida, Section 11, Adjustment of Charges. "The annual rate adjustments

for the City will be subject to an annual increase at a flat rate of five percent (5%) pursuant to the rates as presented in Exhibit A herein. The first adjustment will take place on October 1, 2025, and every October 1 thereafter through the end of the contract term";

WHEREAS, to ensure that any rate changes to the residents will be fair, and in accordance with Sec. 82-356(a)(3) of the Lauderdale Lakes Procurement Code, the City's director of financial services after determining in writing that the use of competitive sealed bidding was neither practicable or nor advantageous to the City, and that a contract should be entered into by the use of the competitive sealed proposal method, issued Request for Proposal ("RFP"), RFP25-3110-04R, for a professional solid waste rate study, which was advertised on the City's DemandStar platform;

WHEREAS, the City received four (4) proposals which were reviewed and evaluated by an evaluation committee comprised of three (3) members, from different departments within the City;

WHEREAS, in accordance with the Sec. 82-356(a)(3) City staff received four (4) proposals, which were evaluated based on qualification and experience, methodology, past performance, references, price and location, with the following results:

a. Stantec Consulting Services, Inc. - $30,400.00; Evaluation Score: 256.0

b. NewGen Strategies & Solutions, LLC - $39,965.00; Evaluation Score: 236.2

c. Raftelis Financial Consultants, Inc. - $69,880.00; Evaluation Score: 244.6

d. SCS Engineers - $41,875.00; Evaluation Score: 249.9

WHEREAS, under the City's Procurement Code an award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined in writing to be the most

advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposals;

WHEREAS, Stantec Consulting Services, Inc. scored the highest during the evaluation process and was determined to be the most responsive and responsible proposer, offering the necessary technical expertise, municipal rate-setting experience, and competitive pricing necessary to complete the study, thus representing to be the most advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposal;

WHEREAS, City Staff recommends the City Commission award the contract to Stantec Consulting Services, Inc. for an amount not to exceed Thirty Thousand Four Hundred and No/100 Dollars ($30,400.00);

WHEREAS, funds are available in the Solid Waste Enterprise Fund, Professional Services account;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby awards and authorizes the Mayor and Deputy City Clerk to execute and attest, respectively, that certain Contract No. 25-3110-04R to Stantec Consulting Services, Inc. to provide a Solid Waste Rate Study for the City's Solid Waste Special Assessment in an amount not to exceed Thirty Thousand Four Hundred and No/100 ($30,400.00), in substantially the form as attached hereto as **Exhibit B**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Stantec Consulting Services, Inc.; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____

Sidney C. Calloway, City Attorney

Sponsored by: Ronald Desbrunes, P.E., Public Works Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

City of Lauderdale Lakes, Florida

Solid Waste Rate Study

Stantec Consulting Services Inc. February 27, 2025 RFP# 25-3110-04R

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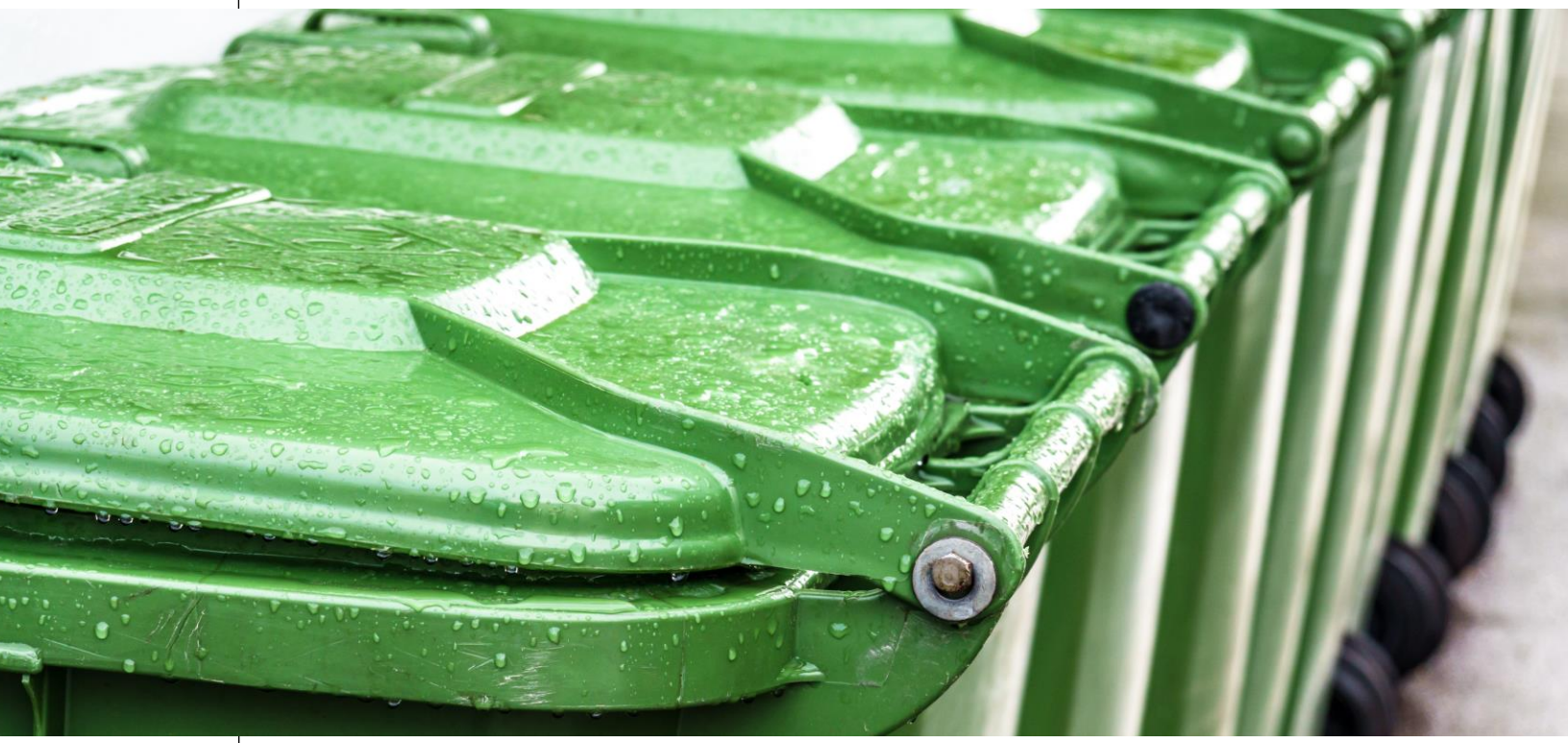
Tab 1 – Submittal Checklist and Proposer's Qualification Statement



SUBMITTAL CHECKLIST

Checklist must be inserted before Tab #1

PROPOSER NAME: Stantec

PROPOSER PHONE: 904-671-0117

PROPOSER EMAIL: Peter.Napoli@stantec.com

BEFORE SUBMITTING YOUR PROPOSAL MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED:

☑ Proposer's Qualification Statement (Attachment "A"). Complete and sign the qualification statement. **(*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)***

☑ Client Reference Listing

☑ Non-Collusive Affidavit (Attachment "B"). This form must be properly notarized.

☑ Cost Schedule (Attachment "C").

☑ Drug-Free Workplace Affidavit (Attachment "D")

☑ E-Verify Statement ("E")

☑ Signature Page (Attachment "F"). This form must be properly notarized.

☑ Debarment Certification (Attachment "G")

☑ Public Entity Crime Statement (Attachment "H"). This form must be properly notarized.

☑ Foreign (Non-Florida) Corporation Disclosure (Attachment I)

☑ Certificate of Insurance (proof only)

☑ Business Tax Receipt and Licenses. Attach Business Tax Receipt from the CITY or County. Include a copy of state registration and any other applicable licenses.

Other Notes:

☑ Submit electronic version at www.demandstar.com (you must be registered in the system)

I have read the solicitation, RFP 25-3110-04R, Solid Waste Rate Study, and I acknowledge and fully understand the scope of services and further have read the instructions and general information in its entirety. I agree to perform in accordance with the terms and conditions set forth in this Request for Proposal.

Contractor/Proposer/Bidder Company Name Stantec

Authorized Company Signature

2/21/2025

Date

Peter Napoli

Authorized Company Printed Name

Title Senior Manager

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

Proposer's Name and Principal Address:
Stantec Consulting Services Inc.
777 S Harbour Island Dr, Ste 600
Tampa, FL 33602

Contact Person's Name and Title: Peter Napoli

Proposer's Telephone and Fax Number: 904-671-0117

Proposer's Email Address: Peter.Napoli@stantec.com

Proposer's License Number: F01000005948
(Please attach certificate of status, competency, and/or state registration.)

Proposer's Federal Identification Number: 11-2167170

Number of years your organization has been in business 95

State the number of years your firm has been in business under your present business name 20

State the number of years your firm has been in business in the work specific to this RFQ: 20

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☑

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the CITY and shall render the PROPOSER RFQ submittals non-responsive.

Stantec Consulting Group, Inc.

At what address was that business located?

New York

Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

Lockton Companies

444 W. 47th Street, Ste 900

Kansas City, MO 64112-1906

Have you ever failed to complete work awarded to you. If so, when, where, and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the PROPOSER, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

Not Applicable

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the PROPOSER and its predecessor organization(s).

Not Applicable

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the PROPOSER or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the PROPOSER, its principals or officers or predecessor organization(s) were defendants.

Not Applicable

Has the PROPOSER, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

Are you an ☑ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

Contractor/Proposer/Bidder Company Name Stantec

Authorized Company Signature

2/21/2025
Date

Peter Napoli
Authorized Company Printed Name

Title Senior Manager

(Print Type Name)

Tab 2 – Statement of Capabilities

February 27, 2025

City of Lauderdale Lakes
Financial Services Department
4300 NW 36th Street
Lauderdale Lakes, FL 33319

Re: Request for Proposals 25-3110-04R
Solid Waste Rate Study

Dear Members of the Selection Committee:

Stantec is pleased to submit the enclosed proposal to provide Solid Waste Rate Study for the City of Lauderdale Lakes (City). Our team has the experience, expertise, and availability to conduct this study, and we look forward to the opportunity to work with you.

Stantec's Management and Technology Consulting Practice includes **50+ professionals with a range of experience in the municipal financial sector, totaling over 600 years of experience**. We have completed well over 1,500 financial planning and fee studies for communities around the country, including **more than 130 agencies in Florida.** This combination of diverse backgrounds and experiences has made us who we are today – a trusted source in providing independent and objective financial management services to **nearly 400 local governments across the Country.** This knowledge sharing and expertise will be brought to you as well.

During our 30+ years of experience, we have developed a thorough and effective approach to the development, review, and update of non-ad valorem assessment rate studies. Our understanding of non-ad valorem assessment statutes, "case law", and legislation will provide the City with the essentials to design and adopt a fair and reasonable solid waste rate structure which meets the financial requirements and legal obligations of the City.

Our team can provide the City with:

- Nationally recognized in general government financial services
- Experience with rates, fees, assessments, and financial management practices in Florida
- Trust and credibility within the community
- Excellence in stakeholder education and public engagement
- Commitment and availability of resources to complete the study in a timely fashion

Our Commitment

We are committed to completing the Solid Waste Assessment Study within the allotted time frame as outlined in the RFP. We have dedicated experienced professionals to this important study such that the schedule will be met while maintaining our high professional standards.

History of the Firm

Stantec was founded in 1954 by Dr. Don Stanley as a one-person firm initially named D. R. Stanley Associates. Over the years, Stantec has grown significantly, both organically and through a series of strategic acquisitions. Today, it is a publicly traded company on the Toronto Stock Exchange (TSX) and the New York Stock Exchange (NYSE) under the symbol STN.

Stantec's ownership structure is that of a public corporation. In the past five years, Stantec has continued to expand its global presence and service offerings through several acquisitions. Notable acquisitions include MWH Global in 2016, which significantly increased Stantec's size and capabilities in water and infrastructure sectors. Other acquisitions over the years have broadened its expertise in areas such as environmental services, energy, buildings and transportation.

Today, the Stantec community unites more than 32,000 employees working in over 450 locations across the globe. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Stantec's Financial and Business Consultants
Our Management & Technology Consulting (MTC) Practice offers 50+ consultants with over 600 years of combined experience and value to your project. As a group, we work together and learn from each other's experiences. This combination of diverse backgrounds and experiences has made us who we are today – a trusted source to our clients in providing independent and objective financial management services to local governments and utilities throughout the country. This knowledge sharing and expertise will be brought to you as well. You can be assured that our team will develop comprehensive and balanced solutions tailored for your situation.

Rate Studies
- Water/Sewer/Recclaimed
- Electric & Natural Gas
- Stormwater
- Solid Waste & Recycling

Cost-of-Service Analysis
- Wholesale/Outside-City Rates
- Interlocal Agreements
- Regionalization Studies
- Customer Class Allocations

System Development Fees/Capacity Charges
- Utilities & Other Services
- Expert Witness Services
- Fee/Charge Structure
- Development Policies

Financial Planning & Capital Funding
- Policies, Targets & KPI's
- Bond Feasibility Studies
- Demand Forecasting
- Project Funding Strategies

Benchmarking
- Database of 500+ Entities
- Audited Financials & Rates
- Key Financial Metrics
- Custom Group Comparisons

Affordability
- Actual Bills & Incomes
- Multiple Metrics & Thresholds
- Regulatory Support
- Assistance Programs

Strategy & Management
- IT Planning & Implementation
- Strategic Plans
- Assessment Management
- Business Process Mapping
- O&M and CIP Optimization
- Performance Measures
- Level of Service Development
- Real Estate Advisory Services

The use of our interactive modeling tools allows for cost effective integration of your staff into the solid waste and fire assessment creation process while substantially reducing the labor hours and calendar time which would otherwise be necessary. Most importantly, this process gives you a clear vision through graphical representations, as to the implications of alternative methods upon key financial indicators as well as the impact upon various types of development. Given the legal environment surrounding non-ad valorem assessments, it is important to analyze alternatives that provide you with significant fiscal and legal security.

The proposal herein includes the information requested by the RFP. We have reviewed your proposed RFP/contract terms and believe that should we be selected for this assignment; we will be able to conclude a mutually satisfactory contract with you. This proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal. Please contact us if you have any additional questions.

Sincerely,

Peter Napoli
Senior Manager
peter.napoli@stantec.com
904-671-0117

MTC Stats

600+
Combined years of experience

>500
Communities in our benchmarking database

>30%
Of the U.S. population served

$4B+
Debt issued for communities in the last 5 years

Project Approach

This section presents a narrative of the task-based project approach which we have developed using our experience in providing similar services and our understanding of the City's desired scope of work.

To begin the solid waste rate study, we will meet with City staff in a virtual planning meeting to discuss the current funding methodology, data requirements, timeline, and specific City objectives.

Once we have reviewed and discussed all data in detail, we will prepare a ten-year financial plan for the funding of solid waste services. We will leverage our interactive financial model to develop alternative scenarios that will truly integrate the capital and financial planning processes. We will analyze current and historical budgets to determine the revenue requirements for current and future level of services that recovers the cost of operations, equipment/capital improvements, implementation, and collection.

We will then develop fees using the revenue requirements developed in the financial plan, the City's waste stream and operations data, and the summary property data as maintained by the Broward County Property Appraiser. As part of the solid waste rate development, we will populate our rate/fee model with the necessary operational data to apportion costs and explore alternatives. These alternatives will be reviewed in a virtual work session with City staff and will include evaluation of the impact of the rate/fee options on residential property owners.

> *Stantec's **interactive approach** leads to buy in from City staff and ultimately helps create a unified message for elected officials, residents, and other stakeholders.*

Once the analysis is finalized, we will then present the program findings at a Commission Workshop/Meeting and prepare a Report summarizing the analysis and rates developed during the study. The Report will include details of the budget analysis conducted, a benchmarking survey of residential solid waste assessment rates in up to 8 mutually agreed upon surrounding communities, as well as an explanation of the methodology utilized.

Task Plan

Based on our understanding of the requested fee updates and our extensive experience conducting similar studies, we propose to complete the following tasks during the study. Our cost proposal presented in our response aligns with these tasks and includes the hours by team member to complete each task.

Task 1: Initiate the Project, Obtain and Review Relevant Data

a. Prepare initial data request list and detailed critical path schedule, perform job set up activities, and establish project monitoring and control responsibilities.

b. Conduct virtual work session with City staff to confirm study objectives, identify fiscal objectives, establish communication protocols, discuss approach, establish schedule, provide data request, and discuss forecasting methods and modeling.

c. Gather and review items from initial data request list. Identify, source, and obtain all required data/information. This will occur through initial and supplemental data requests to be delivered during this task.

d. Conduct a solid waste assessment benchmarking survey to review up to 8 neighboring and similar community residential solid waste assessment rates, structure and funding.

Task 2: Calculate/Update Solid Waste Rate Study

a. Evaluate the City's existing legal documents, agreements, reports and other data pertaining to the provision of solid waste services.

b. Perform a detailed analysis of the City's provision of Solid Waste Services including operations, waste stream analysis, and tonnage data in order to develop an appropriate apportionment methodology.

c. Evaluate the City’s Solid Waste Services current fiscal year budget and equipment expenditure/capital plan for FY 2025 - FY 2035 to determine the full cost of providing solid waste services.

d. Determine the net service delivery revenue requirements for current and future level of services. Isolate the costs as appropriate relating to the provision of solid waste services and create a ten-year projected revenue requirement for current and future level of services and to maintain and/or update equipment as needed. This will include the costs associated with implementing the study update and collection of the new rates/fees.

e. Develop the proposed solid waste rate/fee model utilizing the latest summary property data files, waste stream and tonnage data analysis results and net assessable budget.

f. Revise the methodology and adjust the proposed model as necessary to determine legally available options to be considered by the City.

g. Conduct Internal Review with Project team to review preliminary results.

h. Conduct Virtual Work Session with City Staff to review preliminary model results.

i. Make adjustments based upon interactive work session and update assessment models with latest information available.

j. Conduct Internal Review with Project team to review final results.

k. Develop a pro forma schedule of rates based on the apportionment methodology and revenue requirements for Solid Waste Services including, but not limited to, personnel, administration, equipment, capital projects and assessment program implementation, collection and administration.

l. Conduct Virtual Work Session with City Staff & Management to review final results.

Task 3: Review Results with City Management and City Commission

a. Prepare and deliver Draft Report for City Staff & Management review.

b. Prepare presentation for Commission workshop, provide to City staff for review, adjust accordingly.

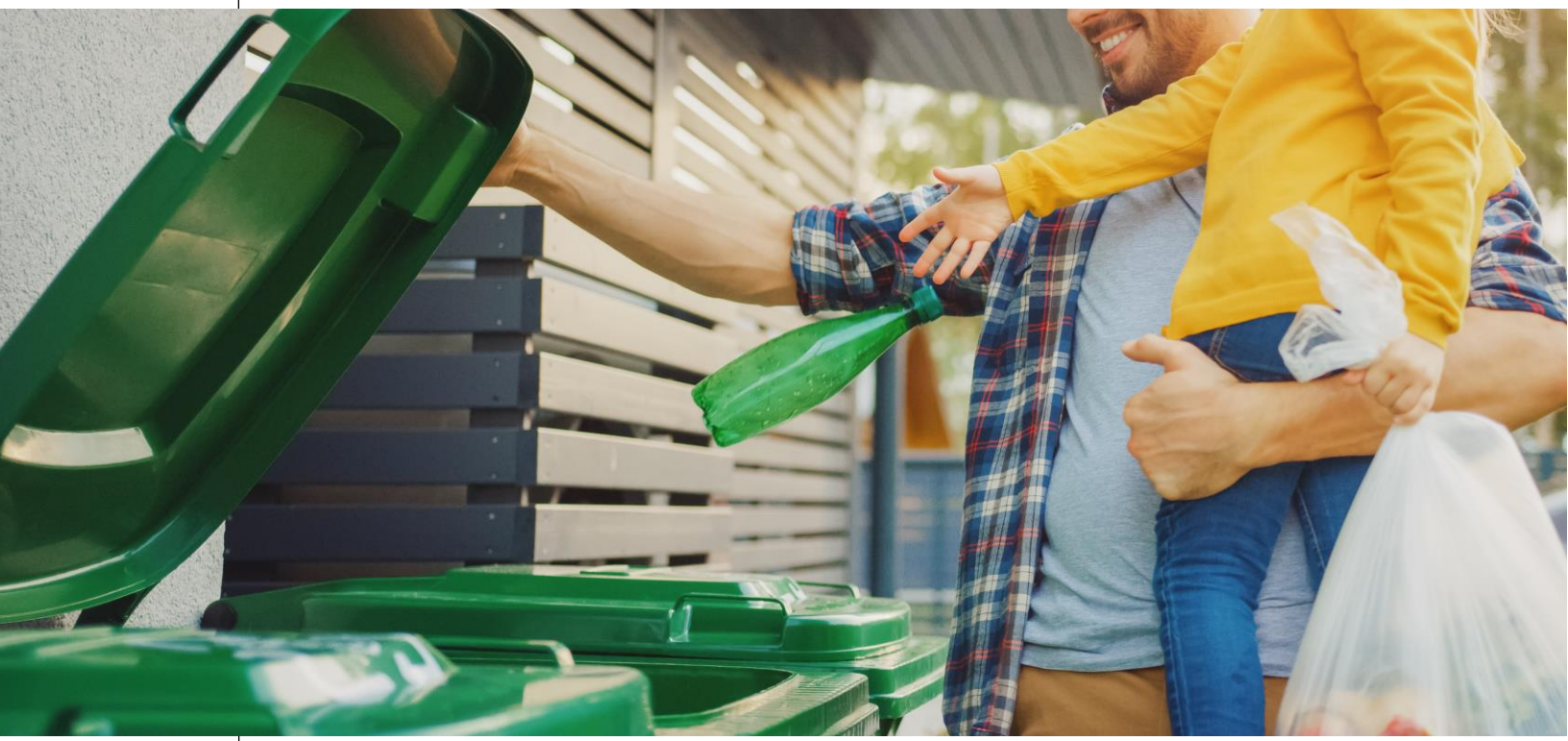
c. Present the draft results of the Study to Commission in a workshop.

d. Make adjustments based upon first Commission workshop.

e. Deliver Final Report, documenting results of the study, to the City.

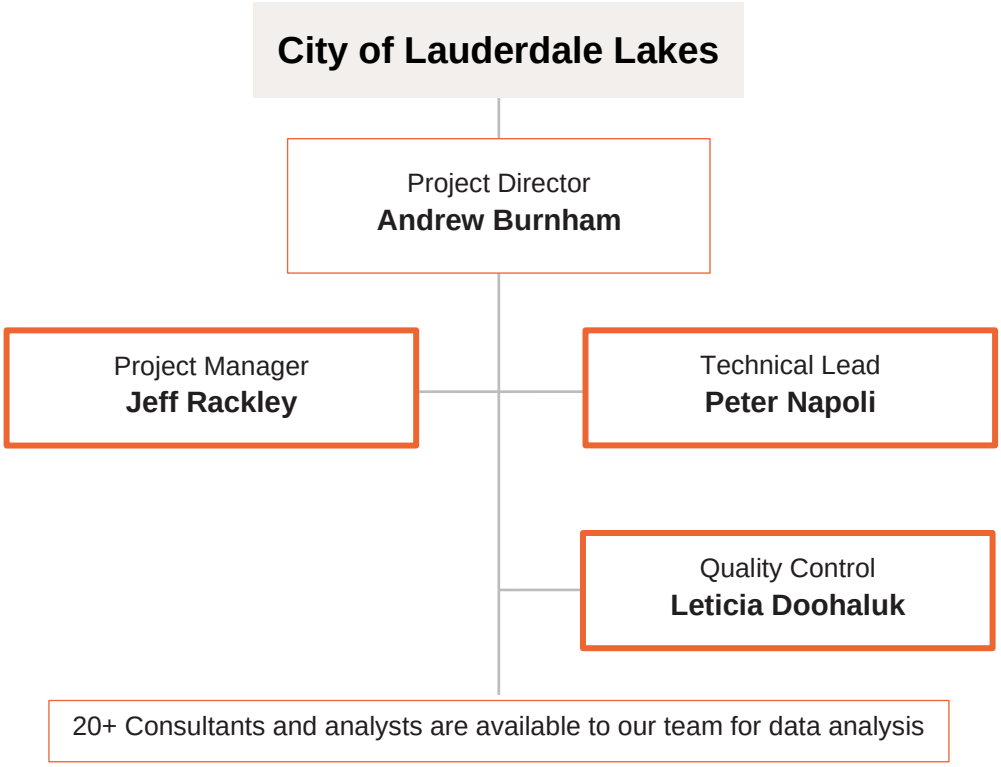
f. Present the final results of the study to the City Commission in a Commission meeting and/or workshop as requested by the City.

Tab 3 – Key Personnel/Project Management



Organizational Chart & Resumes

We are pleased to present the City with a project leadership team that has vast experience in evaluating, calculating, structuring and implementing similar rate studies for communities across Florida. This team will be supported by various consultants and analysts as appropriate.



Andrew Burnham

Role: Project Director

Office Location: Tampa, FL

Experience: 23 Years

Andy is the Vice President and Leader of Stantec's Financial Services efforts. He has extensive experience in conducting as well as overseeing cost of service allocations, long-term financial planning analyses, and development of rate structures for a variety of services and systems, including water, wastewater, reclaimed water, stormwater, solid waste, recycling, electric, and natural gas. He has been recognized as an industry expert as part of providing testimony in utility rate-related regulatory proceedings in multiple states and territories (including Florida, Michigan, Arizona, and the United States Virgin Islands), as well as before the Federal Energy Regulatory Commission. He has led over 500 studies for 150+ local governments and has supported our clients in the issuance of $4 billion of bonds for projects in the past 5 years. Mr. Burnham is currently serving on multiple AWWA and WEF Committees and was actively involved in the recent update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges, notably in regards to outside-city retail rates, wholesale rates, and reuse rates.

Education

Bachelor of Business Administration, Lake Superior State University, Sault Ste. Marie, Michigan

Project Experience Samples

Pinellas County | Florida | Multi-Fund Financial Sustainability Analysis Study
Andy has served as the project manager/project director for the County for nearly ten years, including a comprehensive Water, Wastewater and Solid Waste Rate Study and several annual updates. During these studies, Mr. Burnham has used our FAMS-XL model to develop ten year financial plans for the water, sewer and solid waste enterprise funds. He has also conducted a benchmarking analysis, assisted County staff in evaluating the underlying cost of operations, and conducted detailed cost allocation and overhead studies for the Utilities Department.

City of Clearwater | Florida | Solid Waste, Water/Sewer and Stormwater Rate Study
Andy has served as project director for the City's annual solid waste/recycling, water, sewer, reclaimed water, and stormwater rate studies. Each year, he oversees a detailed analysis of historical customer demand data, including the development of multi-year projections of the same based upon current economic and environmental conditions. As part of each study, a multi-year financial forecast and rate adjustment plan is developed for each utility. Mr. Burnham also developed rate structures for the City that ensure fair and equitable rates and conform to accepted industry practice and legal precedent. Each study included presentations of the results to City management, elected officials, and stakeholders.

City of Tempe | Arizona | Comprehensive Water, Sewer and Solid Waste Cost of Service and Rate studies
Andy managed ongoing Water and Sewer Rate Studies for the City. The studies included developing several alternative multi-year financial plans and corresponding annual rate adjustments. Also included were detailed cost of service allocation analyses and rate design studies, which resulted in adjustment recommendations to enhance specific linkages to cost of service and considerations for reasonable irrigation for larger lots sizes while continuing to provide affordability and conservation pricing for excessive use. Finally, the team participated in multiple special-purpose stakeholder meetings to educate the community regarding processes and new rate structures.

Jeff Rackley

Role: Project Manager

Office Location: Tallahassee, FL

Experience: 20 Years

Jeff is a certified Project Management Professional (PMP) with over 20 years of governmental rate consulting, grants management, and budget analysis experience. Jeff joined Stantec as a Manager in the Management and Technology Consulting in 2023 bringing his depth of experience having led over 100 non ad valorem assessment studies for government clients throughout the State of Florida. He has led rate studies for 13 municipalities in Broward County over the past 20 years, previously worked with Lauderdale Lakes on updating their non-ad valorem assessment program for fire protection and has extensive experience working with the Broward County Property Appraiser's Office on similar programs. He has also previously led Solid Waste Rate studies for numerous Florida government entities including the City of Port Orange, Jefferson County, Madison County, Suwannee County, Dixie County, Levy County and Taylor County.

Education

Master of Business Administration, Florida State University, Tallahassee, Florida
Bachelor of Science, Accounting, Florida State University, Tallahassee, Florida

Project Experience Samples

Dixie County* | Florida | Solid Waste Non-Ad Valorem Assessment Study
Jeff led the project team assisting the County with updating their existing solid waste assessment program. Jeff worked with County staff to gather and analyze their solid waste collection and disposal data to determine an appropriate allocation methodology for residential properties in order to calculate a fair and reasonable residential assessment rate and a methodology for assessing non-residential properties receiving solid waste services from the County. Jeff led the analysis, presented the preliminary and final results of study to the Board of County Commissioners and worked with the County's legal counsel and the County Tax Collector to assist with implementation and collection of the assessments.

Madison County* | Florida | Solid Waste Non-Ad Valorem Assessment Study
Jeff served as the project lead for a solid waste assessment update study for the County. This included a detailed financial forecasting effort to allow the County to recoup the cost associated with the revitalization of several of their collection sites and the implementation of a new staffing plan to best address the needs of the community. The analysis also included a reconciliation of their waste disposal data and coordination with County's assessment roll processing vendor in order to collect the revised assessment using the tax bill collection method.

City of Port Orange* | Florida | Solid Waste Non-Ad Valorem Assessment Study
Jeff served as a Project Manager as he assisted with updating the City's non-ad valorem special assessment to recover the costs of providing solid waste collection and disposal services. Jeff attended multiple client workshops and public hearings and was able to collaborate with the client to develop a funding solution to meet their financial goals while achieving community acceptance and legal sufficiency.

** Denotes projects completed with other firms*

Peter Napoli

Role: Technical Lead

Office Location: Tampa, FL

Experience: 9 Years

Pete is a Senior Manager with the Stantec Financial Services team and has over 9 years of municipal financial consulting experience. He has become one of the leaders of our General Government Practice with a focus on general fund financial sustainability modeling, and the development of fair and legally defensible special assessment programs. Pete has served as Consultant and Project Manager in the development of numerous financial forecasts, impact fee programs, and special assessments using our interactive, decision support modeling process for various public agencies. He has strong, adaptive financial modeling skills and experience interpreting large data for our clients. He's demonstrated the ability to customize financial analyses to meet client needs and leverage our modeling platform as a powerful consulting tool. He's effectively communicated the results of our work in public meetings and to key stakeholders.

Education

Bachelor of Business Administration in Finance, University of North Florida, Jacksonville, Florida

Project Experience Samples

City of Coconut Creek | Florida | Fire Assessment Study
In 2021, Pete assisted the City of Coconut Creek with an update of its fire assessment program. The study included the development of revenue requirements, cost of service allocations by customer class, and property impact analysis for the City's fire rescue assessment program update. The City had historically contracted fire rescue service through the City of Margate and funded their inter-local agreement with fire assessments. As part of the study, Pete incorporated the creation of the City's own fire rescue department and ensured the new operating and capital requirements were met by the assessment program.

City of Miramar | Florida | Financial Sustainability Analysis
Pete assisted the City with a financial evaluation of their General Fund and helped to identify revenue enhancements and other financial adjustments that would provide for a sustainable future over a ten-year projection period. He adapted the financial models to simulate the impact of recent proposed Florida legislation; helping the City to prepare and minimize the impact on its residents.

City of Coral Springs | Florida | Financial Sustainability Analysis
Pete was tasked with evaluating the current and future financial conditions and sustainability of the City. The initial analysis showed that the City was facing a fiscal crisis within three years if corrective actions were not taken. Pete helped City staff determine a revenue diversification and expense reduction program that would generate sufficient changes for the City to be financially sustainable over a ten-year forecast period. Pete took part in several interactive work sessions with City staff to develop the solution scenario. He also conducted several town hall style sessions with employee groups to present the analysis in detail.

Leticia Doohaluk

Role: Quality Control

Office Location: Jacksonville, FL

Experience: 18 Years

Leticia has over 18 years of municipal management consulting experience. She has conducted and overseen general fund analysis, integrated financial sustainability studies, utility rate analysis, and special assessment studies. Leticia specializes in long-term financial plan/sustainability, capital finance planning, bond feasibility, state loan applications, system development / impact fees and cost of service. Leticia has strong modeling skills and serves as a modeling expert on complex engagements that require substantial data analysis and sophisticated models to evaluate multiple options. Leticia has superior financial, business, and analytical skills and has continuously provided our clients with exemplary financial analysis and consulting based upon applications of sound financial and economic concepts.

Education

Master of Business Administration, Specialization in Finance, Rollins College, Winter Park, Florida
Bachelor of Science in Business Administration, University of Florida, Gainesville, Florida

Project Experience Samples

City of Clearwater | Florida | Solid Waste, Water/Sewer and Stormwater Rate Study
Leticia has served as the project manager for the City's annual solid waste/recycling, water, sewer, reclaimed water, and stormwater rate studies. Each year she oversees the development of multi-year financial projections which incorporate the most current economic conditions as well as most current initiatives / priorities identified by the City. Through this process Leticia regularly assists the City in identifying an appropriate rate adjustment plan which best balances competing priorities such as reserve levels, debt service coverage, balanced capital funding and impact to rate payers. The City has a history of approving five-year plan of annual rate adjustments. As such, as part of these annual studies, Leticia helps either confirm that the approved rate plans are still representative of the needs of each utility or assists in the communication of updated needs to City Council and Stakeholders.

City of Lake Worth Beach | Florida | Multi-Fund Financial Sustainability Analysis Study
Leticia served as a Project Manager for the development of the City's integrated financial sustainability analysis. This analysis included the development of eight separate financial sustainability analyses (Water, Local Sewer, Regional Sewer, Electric, Beach, Stormwater, Refuse and General Funds). Moreover, each Fund's financial sustainability plan was connected/integrated with other Fund's plans such that if a decision alternative was considered regarding, for example, the General Fund, which had direct impact to the Water Fund, the effects of that decision were projected onto the Water Fund's financial sustainability plan.

City of Ft Myers | Florida | General Government Consulting Services
Leticia has served as the project manager and provided oversight of the development of the City's General Fund multi-year financial projections. This analysis included a detailed projection of revenues and expenses by category as well as a review of historical property values which informed projection of a baseline growth prior to the impacts of larger, planned development. Through an interactive process, a multi-year financial plan was identified, and the financial plan was then used as a decision making and discussion platform during negotiation with union employees. Furthermore, Leticia provided oversight for the update of the City's fire assessment study in 2021.

Troubleshooting: Project Management & Quality Control

Project Management

Having the best project management and leadership team in place is essential to any successful project. Jeff Rackley as Project Manager, Peter Napoli as Project Technical Lead, along with Andy Burnham as Project Director, will lead our services using the highest standards of the industry and Stantec's Project Management Framework. Our project leadership is highly experienced in stakeholder coordination, contract administration, task staffing and scheduling, budget management, quality control/peer reviews, decision-making coordination, and timely status reporting and programmatic adjustments. The team will work closely with you to understand the expectations for this project, to provide certainty in both project budget and schedule, and to establish critical milestones and decision-making strategies for the study.

Frequent and timely communication between the Stantec team and key City representatives are vital to the success of this project. That's why we have a strong process that creates clear and concise communication between all team members, stakeholders, and, most importantly, you. In person meetings, as well as virtual meetings through either Teams, WebEx, or GoToMeeting, are used frequently to provide progress updates and hold interactive review sessions. It is important to address specific communication needs such as obtaining approval on scope clarification or changes in a timely manner.

Stantec Project Management Framework	
0	Prepare proposal including a preliminary Project Plan with scope, project budget, resources, deliverables, and schedule. Conduct and document an independent review.
1	Obtain written instructions to proceed and obtain an approved contract with the client. Obtain written agreements for subs.
2	Prepare a Project Plan to an appropriate level of detail. Conduct and document an independent review as required.
3	Establish hard copy and electronic project record directories and file project records.
4	Complete a Health, Safety, Security & Environment (HSSE) risk management assessment and documentation for all proposals and projects involving field work.
5	Monitor project financials on a regular basis, ie. weekly time charges, timely invoicing, accounts receivable, and estimates to complete.
6	Promptly communicate changes to agreed services to the client and obtain approvals.
7	Conduct and document a quality review of final deliverables prior to issue.
8	Conduct and document a technical independent review of deliverables.
9	Close the project financials and files.

Quality Control

At Stantec, we raise the bar on excellence. With our comprehensive quality control program, we deliver services that have been through a detailed review, thereby limiting errors and omissions to provide you with high-quality products. We have the right approach to successfully deliver every project – Project Manager oversight and subject matter experts with financial and technical expertise dedicated to performing internal quality control reviews with our team prior to any work products being submitted to the City. We also have a dedicated independent reviewer on our team to quality check all deliverables prior to issue.

Schedule Management. Our team will work with you to develop a detailed schedule with tasks, subtasks, dependencies, predecessors, and key milestones, including interactive work sessions, stakeholder meetings, and draft deliverables. Collaborative development of the schedule with the project team keeps everyone aware of milestones and dependencies that must be prioritized and tracked to avoid schedule slip. Our team will be on top of the schedule modifications weekly. Our technology provides real time updates to schedules, so our clients always have access to an up-to-date schedule.

Budget Control. We know it's important to come in on budget. For all projects, Oracle Project Management Dashboard will be used to monitor project financials, time charges, work in progress, estimate to complete and invoice tracking. Our team accesses these tools weekly to track project costs and provide regular updates to be sure we stay on budget.

Tab 4 – Specific Related Experience of the Firm

Specific Experience of the Team

Our team works with many communities on complex cost allocation and rate issues. Specifically, we strive at understanding our clients service delivery models and their main issues, such as cost under recovery or rate structure revisions. With this understanding, we work to build powerful models that illuminate decision alternatives, expected impacts on customers and create long-term fiscal sustainability. We have a successful track record of working with many communities in Florida providing financial management services for local government, with a strong emphasis in comprehensive ratemaking and financial consulting services for more than 130 local governments in Florida, many of whom are listed in the table below. Our Florida-based core project team is especially experienced in addressing the consulting services requested by the City. We regularly provide comprehensive rate and financial management consulting services for our clients.

Recent Florida Clients					
Alachua County	City of Dunedin	City of Minneola	City of Port St. Joe	Gateway Services CDD	Putnam County
Brevard County	City of Dunnellon	City of Miramar	City of Punta Gorda	Glades County	Ranger Drainage District
Cedar Hammock Fire District	City of Edgewater	City of Mount Dora	City of Safety Harbor	Harmony CDD	Regency Utilities
Citrus County	City of Fernandina Beach	City of Naples	City of Sarasota	Inlet Beach Water System	Sebring Airport Authority
City of Atlantic Beach	City of Fort Lauderdale	City of Neptune Beach	City of St. Cloud	JEA (Jacksonville)	Seminole County
City of Avon Park	City of Fort Myers	City of New Port Richey	City of St. Pete Beach	Lake St. Charles CDD	St. Johns River WMD
City of Bonita Springs	City of Gulfport	City of North Port	City of St. Petersburg	Lealman Fire District	Sun n' Lake of Sebring
City of Bunnell	City of Holly Hill	City of Ocala	City of Stuart	Mad Hatter Utilities	The Villages
City of Cape Coral	City of Hollywood	City of Ocoee	City of Tallahassee	Marion County	Toho Water Authority
City of Casselberry	City of Indian Rocks Beach	City of Opa-locka	City of Tamarac	Nassau County	Town of Beverly Beach
City of Clearwater	City of Jacksonville Beach	City of Orange City	City of Tarpon Springs	N. FL Broadband Authority	Town of Davie
City of Cocoa	City of LaBelle	City of Palatka	City of Temple Terrace	North River Fire District	Town of Lady Lake
City of Coconut Creek	City of Lake City	City of Palm Bay	City of Venice	Okaloosa County	Town of Lake Clarke Shores
City of Cooper City	City of Lake Helen	City of Palmetto	City of Wauchula	Okeechobee County	Town of Lauderdale-by-the-Sea
City of Coral Springs	City of Lake Worth	City of Pembroke Pines	City of West Melbourne	Orange County	Town of Longboat Key
City of Crystal River	City of Largo	City of Pinellas Park	City of Wildwood	Pasco County	Town of Orange Park
City of Davenport	City of Lynn Haven	City of Plant City	City of Zephyrhills	Pinellas County	Village of Key Biscayne
City of Daytona Beach	City of Marco Island	City of Polk City	Clay County Utility Authority	Peace River Manasota RWSA	Village of Miami Shores
City of Delray Beach	City of Melbourne	City of Port Orange	Collier County	Plantation Bay Utility Co.	Village of Royal Palm Beach
City of Deltona	City of Miami Beach	City of Port Richey	Desoto County	Polk County	Volusia County

References

This section presents of project descriptions, including reference contact information, for a sampling of relevant similar projects completed for clients in Florida over the last few years.

City of St. Petersburg, FL Solid Waste, Stormwater, and Water Resource Rate Studies

Location: St. Petersburg, Florida

Dates of Service: 2006 - Present

Client Contact: Angela Y. Miller, Senior Public Works Manager, 727-893-7297; angela.miller@stpete.org

St. Petersburg, a growing city on Florida's west coast, faces challenges related to aging infrastructure and affordability. Since 2006, Stantec has been performing comprehensive annual utility rate studies for the City inclusive of:

- Detailed analysis of historical customer, tonnage, and water demand data, including the development of multi-year projections of the same based upon current economic and environmental conditions.
- Development of multi-year financial management plans and rate adjustment plans for solid waste, stormwater, water, sewer, and reclaimed water services.
- Cost of service allocations isolating costs between garbage and recycling services, as well as between water, sewer, and reclaimed water services.
- Assistance in developing and updating various miscellaneous charges, including fire protection fees, sewer capacity fees, treated water rates and potable water irrigation rates.
- Detailed cost allocations between retail and wholesale users to ensure fair and equitable rates that also conform to industry practices and legal precedent.
- Identification of the annual shortfall of reclaimed water revenues as compared to the annual cost of service and the apportionment of that shortfall to the water and sewer systems.
- Evaluation of the base and volumetric charges and the subsequent development of modifications to the structure of those charges, as appropriate.
- Presentations of the results of each study to City management, elected officials, wholesale users and other stakeholders, identifying the drivers of any rate adjustments and their impacts to various customer types.
- Support in the issuance of bonds, including presentations to the major rating agencies.
- Assistance with litigation in support of the City's wholesale rates.

The recommendations from our annual studies have been routinely implemented, and the utility has been able to maintain a good credit rating with moderate rates and low annual rate adjustments due to the proactive financial management and rate-setting process we facilitate.

City of North Port, FL
Fire Assessment and Solid Waste Assessment Updates

Location: North Port, Florida

Dates of Service: 2012 - Present

Client Contacts: Scott Titus; District Fire Chief, 941-240-3815; stitus@cityofnorthport.com

Garret Woods; Senior Business Manager / Public Works, 941-240-8087; gwoods@northportfl.gov

In 2012, Stantec completed a Fire Service Assessment program for the City's Fire Rescue District. Our team met with City staff to evaluate alternative assessment methodologies to be used to develop fair and equitable Fire Services assessments to recover the cost of the City's Fire Service District. We reviewed and analyzed the City's Fire/EMS budget, performed cost allocation analysis to isolate fire services costs, compiled historical calls by property type, worked with the Sarasota County property appraiser to identify and compile the necessary property data, growth, and other required information. We identified cost recovery options for the City to explore, strategies to ease the burden on residents, and tested each scenario for revenue sufficiency over a ten-year projection period. Since the adoption of the assessment program in 2012, the City has retained Stantec to provide an annual financial plan update evaluating the sufficiency of the adopted assessment rates to cover operating and capital requirements. We conduct a yearly series of interactive work sessions with City staff and public informational sessions with Commissioners to support the decision-making process for assessment rate setting.

We annually update the Solid Waste assessment database and assign the final assessment bills for each property in the City. We also conduct a revenue sufficiency analysis of the Solid Waste assessment rates to ensure the City can adequately cover the upcoming operating and capital requirements. We ultimately assist the City in the determination of the appropriate Solid Waste rate, and we transmit the assessment roll in the correct format to the County tax collector at the end of the year.

Marion County, FL Solid Waste Assessment Study Update

Location: Marion County, Florida

Dates of Service: 2024 - 2025

Client Contact: Kassi Pederson, Solid Waste Fiscal Manager; 352-671-8465; Kassi.Pederson@marionfl.org

The Stantec team conducted a comprehensive update to Marion County's Solid Waste program that included a financial forecast of their existing rates, cost allocation, and landfill planning. As part of the Study, Stantec created a 20-year financial model that forecasted assessment revenues, landfill fees, operating, capital, and transfers to the landfill closure fund. Stantec also performed an analysis of the cost of service associated with residential and commercial service and evaluated the revenue recovery of assessment rates versus gate rates. Stantec helped guide the County through scenarios involving future landfill expansion and airspace purchase.

Our analysis allowed the County to assess the financial risks and benefits of each scenario and communicate the options effectively to the County commissioners. We provided the County with multi-year solid waste assessment rate plans to accommodate the different landfill scenarios and provided additional options for one-time versus phased-in rate increases. Our team presented the multiple scenarios to the County Commission in 1-on-1 meeting and at a public workshop for consideration and we are currently assisting with the implementation of the County's preferred rate plan.

City of Clearwater, FL Solid Waste and Recycling Revenue Sufficiency Analysis

Location: Clearwater, Florida

Dates of Service: 2024

Client Contact: Jeffrey Kuhl, Division Controller Solid Waste/Recycling, 727-444-8553, Jeffrey.kuhl@myclearwater.com

The Stantec team conducted a Solid Waste & Recycling Revenue Sufficiency Analysis for the City of Clearwater's Solid Waste and Recycling Enterprise Fund. The study evaluated the sufficiency of current solid waste and recycling service revenues to generate the levels necessary to satisfy the Utility's projected requirements through FY 2034, including operating expenses, capital improvement program costs and adequate operating reserves; and develop a level plan of future rate revenue adjustments that will satisfy these projected requirements during each year of the 5-year planning period and the 10-year forecast. A Residential Solid Waste and Recycling Fee Survey was also conducted to compare the City's residential monthly solid waste and recycling fees with similar services provided by nearby communities.

The results of Stantec's study empowers the City of Clearwater to make informed financial decisions regarding its solid waste and recycling services, ensuring long-term sustainability and responsible resource management. By projecting revenue needs through FY 2034, the city can proactively plan for operating expenses, capital improvements, and maintain healthy reserves. This prevents future budget shortfalls and ensures continued service provision. The study will recommend a plan for future rate adjustments, allowing the city to implement necessary increases gradually and predictably, rather than facing large, sudden changes. This helps residents and the city budget. The Residential Solid Waste and Recycling Fee Survey allows the city to compare its rates with neighboring communities. This ensures Clearwater's rates are reasonable and competitive, while still covering the costs of service. This data can be used to justify rate adjustments to residents.

Pasco County, FL Solid Waste Revenue Sufficiency Analysis

Location: Pasco County, Florida

Dates of Service: 2023

Client Contact: Ashley Larramore, Senior Fiscal Analyst, 813-235-6196 x 6960, alarramore@pascocountyfl.net

The Stantec team conducted a Solid Waste Revenue Sufficiency Analyss (RSA) evaluating the County's current solid waste disposal assessment and landfill fees to fund the cost requirements of the Utility over a multi-year project period and develop a plan of annual assessment and user charge adjustments to ensure adequate levels of revenue during the projection period to satisfy the Utility's requirements, including operating and maintenance costs, capital improvement program costs, existing and projected debt service expenses and corresponding net income to debt service coverage ratios, and adequate operating reserves. Our team also conducted a Residential Solid Waste Fee Survey comparing the annual user charges for collection and disposal for a typical single-family residence to fees charged by other Florida based waste to energy facilities.

The study's results will provide the County with a financial roadmap for its solid waste utility. Specifically, the Revenue Sufficiency Analysis will ensure the County's current assessments and fees are adequate to cover projected costs (operations, maintenance, capital improvements, debt) and maintain healthy financial reserves. The Residential Solid Waste Fee Survey will allow the County to compare its rates to similar Florida facilities, helping them make informed decisions about potential adjustments to ensure competitiveness and fairness. Essentially, the study helps the County plan for the future of its solid waste management program and maintain its financial sustainability.

City of Lauderdale Lakes
CLIENT REFERENCE LISTING

Please list government agencies and/or private firms with whom you have done business during the last five years. Include this completed document in Tab 4, Specific Related Experience of the Firm.

Your Company Name:	Stantec
Contact:	Peter Napoli
Address:	777 S Harbour Island Dr, Ste 600, Tampa, FL 33602
Email:	Peter.Napoli@stantec.com
Phone/Fax:	904-671-0117

Agency/Firm Name:	City of St. Petersburg, FL
Contact:	Angela Y. Miller, Senior Public Works Manager
Address:	City of St. Petersburg P.O. Box 2842 St. Petersburg, FL 33731
Email:	angela.miller@stpete.org
Phone/Fax:	727-893-7297

Agency/Firm Name:	City of North Port, FL
Contact:	Garret Woods; Senior Business Manager / Public Works
Address:	4970 City Hall Boulevard, North Port, FL 34286
Email:	gwoods@northportfl.gov
Phone/Fax:	941-240-8087

Agency/Firm Name:	Marion County, FL
Contact:	Kassi Pederson, Solid Waste Fiscal Manager
Address:	601 SE 25th Ave., Ocala, FL 34471
Email:	Kassi.Pederson@marionfl.org
Phone/Fax:	352-671-8465

Agency/Firm Name:	City of Clearwater, FL
Contact:	Jeffrey Kuhl, Division Controller Solid Waste/Recycling
Address:	100 S. Myrtle Ave., Clearwater, FL 33756
Email:	Jeffrey.kuhl@myclearwater.com
Phone/Fax:	727-444-8553

I understand that all information listed above may be checked by the city of Lauderdale Lakes and I authorize all entities or persons listed above to answer any and all questions. I hereby indemnify the city of Lauderdale Lakes and the persons and entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

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Tab 5 – Current Workload

Current Workload

The table below provides a snapshot of Stantec's Financial Service Practice current projects. The number of staff assigned to each project varies depending on the current work effort necessary, however, at a minimum there is a project director and project manager assigned to each project at all times. A typical project would generally have between 1 and 5 assigned staff. Additional details about any particular project can be provided upon request.

Project Name	Client	State	Start Date	End Date
2025 Castle Rock Water Rates	Castle Rock, Town of	CO	2/1/2025	12/31/2025
2025 Oneview Application	Gwinnett County	GA	1/1/2025	12/27/2025
AACO FY25 FAMS Subscription	Anne Arundel County	MD	8/1/2024	12/31/2025
ABCWUA AWTP COS	Albuquerque Bernalillo County Water Auth.	NM	2/5/2024	3/31/2025
ABCWUA FY25 As-Needed Fin Svcs.	Albuquerque Bernalillo County Water Auth.	NM	10/28/2024	10/28/2025
Ann Arbor Sanitary Master Plan	Ann Arbor, City of	MI	1/1/2025	12/31/2026
Annapolis Enterprise Funds	Annapolis, City of	MD	1/1/2024	3/30/2025
Annapolis FY26 Enterprise Fund	Annapolis, City of	MD	1/1/2025	12/31/2025
Ave Maria Irrigation Rates	Ave Maria, City of	FL	12/2/2024	6/30/2025
AWA Grant Services & Assets	Amador Water Agency	CA	8/9/2021	9/30/2025
Barron Collier Peninsula SRA	Peninsula Engineering	FL	1/1/2025	10/31/2025
Battle Creek Water - Marshall	Battle Creek, City of	MI	9/20/2024	1/31/2025
BC Minto SRA NRI Model 2	Minto Land Development	FL	1/1/2025	10/31/2025
Belleair Beach NPDES Report	Belleair Beach, City of	FL	2/3/2025	6/30/2025
BMO Apopka Road Assessment	BMO	FL	1/23/2025	12/31/2025
BNWRD Funding Services	Bloomington-Normal Water Reclamation Dist.	IL	7/11/2022	9/30/2025
Brooksville FY25 Fire Assess	Brooksville, City of	FL	10/1/2024	10/31/2025
Cape Coral FY25 General Fund	Cape Coral, City of	FL	1/1/2025	12/31/2025
Cary FAMS Year 5	Cary, Town of	NC	9/23/2024	10/31/2025
Cary SDF & Comp Rate Study	Cary, Town of	NC	11/1/2022	9/30/2025
Chesterfield Water/Sewer Rates	Chesterfield, County of	VA	11/1/2024	6/30/2025
Citrus County Impact Fees	Citrus County	FL	10/1/2024	9/30/2025
Citrus County NPDES CY2YR4 Rep	Citrus County	FL	9/1/2024	9/30/2025
Clearwater FY25 Stormwater RSA	Clearwater, City of	FL	2/10/2025	12/31/2025
Clearwater FY25 Water/Sewer RSA	Clearwater, City of	FL	2/10/2025	12/31/2025
Clearwater Impervious Mapping	Clearwater, City of	FL	4/1/2024	2/14/2025
Clearwater Storm Impervious	Clearwater, City of	FL	12/1/2024	9/30/2025
Clermont Asset Management	Clermont, City of	FL	10/1/2024	9/30/2025
Climate Resilience Integration	Tennessee Department of Transportation	TN	2/10/2025	12/31/2025
Cocoa TO28 FY25 Wastewater	Cocoa, City of	FL	10/1/2024	4/1/2025
Columbia MO Cost of Service	Columbia, City of	MO	12/20/2024	12/31/2025
Cypress Lake AWS RSA & FFA	Tohopekaliga Water Authority	FL	12/2/2024	6/60/2025
DeSoto County Utilities RSA	Desoto County	FL	1/1/2025	12/31/2025
Douglas Debris Removal	United States Tennessee Valley Authority	TN	11/1/2024	5/31/2025
EAM Train the Trainer	Polk County Utilities	FL	9/1/2024	3/31/2025
East Greenwich ArcGIS Cloud	East Greenwich, Town of	RI	4/22/2024	6/30/2025

Project Name	Client	State	Start Date	End Date
EBMUD Water/Wastewater COS	East Bay Municipal Utility District (EBMUD)	CA	1/1/2024	6/30/2025
Englewood FY24/25 Fin Svcs.	Englewood, City of	CO	8/16/2024	12/31/2025
Facilities Data Collection	Lee County	FL	11/4/2024	5/9/2025
Fairfax Stormwater AMP Ph I	Fairfax, County of	VA	12/9/2024	2/21/2025
FDZ Muscle Shoals	Friedman Dazzio & Zulanas, P.C.	AL	12/1/2024	12/31/2025
Flagler Beach Sanitation Fund	Flagler Beach, City of	FL	10/1/2024	10/31/2025
Fort Collins AGM Grant Assist	Fort Collins, City of	CO	11/1/2023	9/30/2025
Fort Collins GRIP Grants	Fort Collins, City of	CO	11/1/2023	9/30/2025
Franklin RAISE Grant Rewrite	Franklin, City of	OH	11/1/2024	1/30/2025
Front Royal Water/Wastewater	Front Royal, Town of	VA	10/21/2024	6/30/2025
FTL Fire Assessment Study	Fort Lauderdale, City of	FL	10/18/2024	10/30/2025
FTL Solid Waste Non Ad-Valorem	Fort Lauderdale, City of	FL	11/1/2024	6/30/2025
Fuquay-Varina FY25 RSA	Fuquay-Varina, Town of	NC	10/15/2024	6/30/2025
Fuquay-Varina FY25 SDF	Fuquay-Varina, Town of	VA	2/1/2025	12/31/2025
Gainesville Stormwater RSA	Gainesville, City of	FL	1/1/2025	10/31/2025
GDOT FY24-25 ODA Services	GDOT (GA Dept of Transportation)	GA	7/1/2024	7/30/2025
Geneva FY26 W/S Rate Update	Geneva, City of	IL	11/1/2024	1/31/2025
Goldsboro FY26 Water/Sewer	Goldsboro, City of	NC	11/1/2024	6/20/2025
Gulfport EAM & GIS Support	Gulfport, City of	FL	2/1/2025	11/30/2025
Gulfport Water/Sewer Update	Gulfport, City of	FL	8/1/2024	9/30/2025
Hillsboro WIFI & BABA	Hillsboro, City of	OR	5/31/2022	6/30/2025
Hillsborough TO3 Misc. Fees	Hillsborough County	FL	4/1/2024	4/1/2025
Hillsborough TO4 Impact Fees	Hillsborough County	FL	1/1/2025	12/31/2025
Hollywood FY24 Support Services	Hollywood, City of	FL	10/1/2024	7/16/2025
IRC Comprehensive Rate Study	Indian River County	FL	1/1/2025	12/31/2025
JCSA FAMS Subscription FY2025	James City Service Authority	VA	1/11/2024	11/30/2025
JCSA Water & Sewer Rate Study	James City Service Authority	VA	7/1/2024	6/30/2025
JEA COS & Rate Design	JEA (formerly Jacksonville Electric Authority)	FL	4/1/2021	4/1/2025
JEA FY25 Cap & Line Ext	JEA (formerly Jacksonville Electric Authority)	FL	1/1/2025	1/31/2026
JEA FY25 Consulting Services	JEA (formerly Jacksonville Electric Authority)	FL	1/1/2025	1/31/2026
JWC FEMA HMGP Grant Writing	Joint Water Commission	OR	5/1/2022	12/31/2025
JWOC - Water Resources	St. Petersburg, City of	FL	1/1/2025	1/31/2026
Kalamazoo FY25 Rate Study	Kalamazoo, City of	MI	5/14/2024	12/31/2025
Klamath HydroEcon Modeling	US Bureau of Reclamation	OR	8/1/2024	6/30/2026
LMSD Cost of Service	Louisville Metropolitan Sanitary District	KY	1/1/2025	12/31/2025
Lorain Asset Implementation	Lorain, City of	OH	8/1/2022	9/30/2025
LSPWCD #1 Funding & Fin	Lower South Platte Conservancy District	CO	8/1/2024	12/31/2025
LSPWCD #2 Financial Mod	Lower South Platte Conservancy District	CO	8/1/2024	12/31/2025
LVMWD webFAMS	Las Virgenes Municipal Water District	CA	2/1/2024	9/30/2025
LWB FY25 Bringdown Letter	Lake Worth Beach, City of	FL	1/1/2025	12/31/2025
LWB Water System Consulting	Lake Worth Beach, City of	FL	7/1/2023	9/30/2025
Lynn Haven FY26 Stormwater	Lynn Haven, City of	FL	11/15/2024	12/31/2025
MAWSS 2025 Water/Waste COS	Mobile Area Water & Sewer	AL	1/1/2025	9/30/2025

Project Name	Client	State	Start Date	End Date
MCES 2025 On-Call Services	Montgomery County	OH	2/3/2025	12/31/2025
Miami Shores Septic Conversion	Miami Shores Village	FL	1/22/2025	12/31/2025
Miami Shores Solid Waste Study	Miami Shores, Village of	FL	2/1/2025	10/1/2025
Miramar FY26 General Fund Updt.	Miramar, City of	FL	1/1/2025	12/31/2025
North Port RDD FY25 RSA Update	North Port, City of	FL	11/4/2024	5/31/2025
North Port Solid Waste FY25 RSA	North Port, City of	FL	11/11/2024	6/30/2025
North Redington Beach NPDES	North Redington Beach, Town of	FL	8/1/2024	6/1/2025
OCU TO11.5 Revenue Bonds	Orange County Utilities	FL	1/1/2025	12/31/2025
OCU TO11.6 Wastewater Rates	Orange County Utilities	FL	1/1/2025	12/31/2025
OCU TO5 W/WW Capital Charges	Orange County Utilities	FL	7/4/2022	3/31/2025
OCU TO9 Water System Rates	Orange County Utilities	FL	1/1/2025	12/31/2025
Olathe Rate Model & Support	Olathe, City of	KS	2/1/2025	12/31/2025
Opa-Locka Impact Fee Study	Opa-Locka, City of	FL	11/1/2023	9/30/2025
OWASA FAMS Year 5	Orange Water & Sewer Authority (OWASA)	NC	9/23/2024	12/31/2025
Palm Bay FY25 Water & Sewer	Palm Bay, City of	FL	2/1/2025	12/31/2025
Pasco TO9 Road MSTU	Pasco County	FL	12/1/2022	6/30/2025
PAWSD FY25 As-Needed Services	Pagosa Area Water & Sanitation District	CO	1/1/2025	6/30/2025
PCU TO4 Reclaimed Water Rates	Pinellas County	FL	8/1/2024	6/30/2025
Polk Utilities EAM T3 Ph 2	Polk County Utilities	FL	2/1/2025	6/30/2025
Portsmouth FY26 Water & Sewer	Portsmouth, City of	NH	12/1/2024	6/30/2025
PSA Network Speaker Fees 2	PSA Network - Security	CO	11/20/2024	5/31/2025
Punta Gorda Water Rate Study	Punta Gorda, City of	FL	12/19/2024	11/28/2025
Purcellville 25 Water & Sewer	Purcellville, City of	VA	2/1/2025	12/31/2025
Rate Study (FAMS) Year 4	Peace River-Manasota Regional Water Auth.	FL	12/1/2023	3/31/2025
Redington Shores NPDES	Redington Shores, Town of	FL	8/1/2024	6/1/2025
Rome FY24 W&S RSA Update	Rome, City of	GA	8/15/2024	9/30/2025
San Diego Independent Review	San Diego, City of	CA	1/3/2025	12/31/2025
Santa Rosa CDS Funding	Santa Rosa, City of	NM	10/1/2024	9/30/2025
Savannah Stormwater Utility	Savannah, City of	GA	10/1/2024	12/31/2025
Shelby Water/Sewer SDF	Shelby, City of	NC	1/1/2025	4/30/2025
Shulte Group Econ Presentation	The Schulte Group, LLC	FL	9/1/2024	4/30/2025
SOC Thriving Communities	State of Colorado	CO	11/5/2024	1/1/2025
SPPA 2025 Funding Services	Port Authority of the City of Saint Paul	MN	2/13/2025	12/31/2025
SPR FY24/25 On-Call Services	Englewood, City of	CO	5/30/2024	6/30/2025
St Pete Resiliency & Sustain	St. Petersburg, City of	FL	6/1/2024	6/30/2025
St. Pete Stormwater Grants	St. Petersburg, City of	FL	6/1/2024	6/30/2025
St. Pete TO4 Roadway Grants	St. Petersburg, City of	FL	6/1/2024	6/30/2025
St. Pete Water/Wastewater Grant	St. Petersburg, City of	FL	6/1/2024	6/30/2025
Surprise Cityworks AMS Ph 3	Surprise, City of	AZ	2/3/2025	7/31/2025
Swepsonville W/S SDF Update	Swepsonville, Town of	NC	7/15/2024	1/31/2025
SWSC FY26 Fin Plan Update	Kleinfelder Northeast Inc.	MA	2/1/2025	7/31/2025
Tallahassee webFAMS Yr1	Tallahassee, City of	FL	10/10/2022	9/30/2025
Tamarac FY25 On-Call GIS	Tamarac, City of	FL	12/24/2024	9/30/2025

Project Name	Client	State	Start Date	End Date
Toho CIS Bridge to St. Cloud	Tohopekaliga Water Authority	FL	8/12/2024	9/30/2025
TOHO Utility Network Readiness	Tohopekaliga Water Authority	FL	1/6/2025	9/30/2025
TVA Data Driven CCR Outreach	Tennessee Valley Water (TVA)	TN	10/1/2024	9/30/2029
Update to Min TDM Guidelines	Tennessee Department of Transportation	TN	2/10/2025	6/25/2025
USACE IWR Navigation & Civil	USACE	FED	9/1/2024	6/1/2028
Waseca WW COS & W&S Access	Waseca, City of	MN	8/1/2023	9/30/2025
Water & Wastewater Rate Study	New York DEP	NY	8/17/2020	Ongoing
Wildwood Impact Fee Study	Wildwood, City of	FL	1/1/2025	12/31/2025
Wildwood Utility RSA	Wildwood, City of	FL	1/1/2024	9/30/2025
WWU - WDOH Water Affordability	Western Washington University	WA	1/1/2025	7/31/2025
Wyoming Rate Consultant/RSA	Wyoming, City of	MI	7/1/2025	8/29/2025

Tab 6 – Cost Schedule

Cost Summary		Project Director	QC	PM	Tech Lead	Data Analyst	Admin	
		$375	$260	$235	$260	$180	$85	Total
Task 1	**Initiate the Project, Obtain and Review Relevant Data**							
A	Prepare initial data request list and detailed critical path schedule, perform job set up activities, and establish project monitoring and control responsibilities.	0	0	3	1	3	3	**10**
B	Conduct virtual work session with City staff to confirm study objectives, identify fiscal objectives, establish communication protocols, discuss approach, establish schedule, provide data request, and discuss forecasting methods and modeling.	1	1	1	1	1	0	**5**
C	Gather and review items from initial data request list. Identify, source, and obtain all required data/ information. This will occur through initial and supplemental data requests to be delivered during this task.	0	0	2	2	4	0	**8**
D	Conduct a solid waste assessment benchmarking survey to review up to 8 neighboring and similar community residential solid waste assessment rates, structure and funding.	0	0	1	1	5	0	**7**
Task 2	**Calculation of Solid Waste Assessment**							
A	Conduct a solid waste assessment benchmarking survey to review up to 8 neighboring and similar community residential solid waste assessment rates, structure and funding.	0	0	1	2	3	0	**6**
B	Perform a detailed analysis of the County's provision of Solid Waste Services including operations, waste stream analysis, and tonnage data in order to develop an appropriate apportionment methodology.	0	1	1	2	4	0	**8**
C	Evaluate the City's Solid Waste Services current fiscal year budget and equipment expenditure/capital plan for FY 2025 - FY 2035 to determine the full cost of providing solid waste services.	0	0	1	2	5	0	**8**
D	Determine the net service delivery revenue requirements for current and future level of services. Isolate the costs as appropriate relating to the provision of solid waste services and create a ten-year projected revenue requirement for current and future level of services and to maintain and/or update equipment as needed. This will include the costs associated with implementing the study update and collection of the new rates/fees.	0	0	1	1	4	0	**6**
E	Develop the proposed solid waste rate/fee model utilizing the latest summary property data files, waste stream and tonnage data analysis results and net assessable budget.	0	0	1	1	3	0	**5**
F	Revise the methodology and adjust the proposed model as necessary to determine legally available options to be considered by the City.	0	0	1	1	3	0	**5**
G	Conduct Internal Review with Project team to review preliminary results.	1	1	1	1	1	0	**5**
H	Conduct Virtual Work Session with City Staff to review preliminary model results.	0	0	1	1	1	0	**3**
I	Make adjustments based upon interactive work session and update model with latest information available.	0	0	1	1	3	0	**5**
J	Conduct Internal Review with Project team to review final results.	0	0	1	1	1	0	**3**
K	Develop a pro forma schedule of rates based on the apportionment methodology and revenue requirements for Solid Waste Services including, but not limited to, personnel, administration, equipment, capital projects	0	0	1	1	2	0	**4**
L	Conduct Virtual Work Session with City Staff & Management to review final results.	0	0	1	1	1	0	**3**

Cost Summary Continued		Project Director	QC	PM	Tech Lead	Data Analyst	Admin	
		$375	$260	$235	$260	$180	$85	**Total**
Task 3	**Review Results with City Management and City Commission**							
A	Prepare and deliver Draft Report for City Staff & Management review.	1	1	1	2	7	0	**12**
B	Prepare presentation for Commission workshop, provide to City staff for review, adjust accordingly.	1	1	1	2	3	0	**8**
C	Present the results of the analysis to Commission in a workshop.	0	0	0	8	0	0	**8**
D	Make adjustments based upon feedback/direction from the Commission workshop.	0	0	0	1	1	0	**2**
E	Deliver Final Report, documenting results of the study, to the City.	0	0	1	1	1	0	**3**
F	Present the final results of the study to the City Commission in a Commission meeting and/or workshop as requested by the City.	0	0	0	8	0	0	**8**
	SUBTOTAL ESTIMATED LABOR-HOURS	**4**	**5**	**22**	**42**	**56**	**3**	**132**
	SUBTOTAL ESTIMATED PROJECT FEE	**$1,500**	**$1,300**	**$5,170**	**$10,920**	**$10,080**	**$255**	**$29,225**
							ESTIMATED EXPENSES	**$1,175**
							TOTAL FIXED FEE INCLUSIVE OF EXPENSES	**$30,400**

City of Lauderdale Lakes
ATTACHMENT "C"
COST PROPOSAL

Total Lump Sum	$ 30,400.00

Total Project Cost Written: Thirty Thousand Four hundred Dollars and zero Cents

Total cost proposal shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Contractor shall furnish all labor, materials, and equipment and perform all the necessary Work in the manner and form provided in the Contract Documents.

FOR REFRENCE ONLY: Provide the list position types that will be assigned to the project and the hourly rate:

Position/Job Classification	Hourly Rate
Project Director	$375
Quality Control	$260
Project Manager	$235
Technical LEad	$260
Data Analyst	$180
Project Admin.	$85

Contractor/Proposer/Bidder Company Name Stantec

Authorized Company Signature

2/21/2025
Date

Peter Napoli / Senior Manager
Authorized Company Printed Name/Title

Tab 7 – Attachments

City of Lauderdale Lakes
ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

_____ being first duly sworn, deposes and says that:

PROPOSER is the REPRESENTATIVE.
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 16th day of October, 2024 by Peter Napoli who ☒ is personally known to me or who ☐ has presented the following type of identification:

_____.

GERI L. REESE
MY COMMISSION # HH 264256
EXPIRES: May 23, 2026

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

City of Lauderdale Lakes
ATTACHMENT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. 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.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of 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 of, or plea of guilty or nolo contenders to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor/Proposer/Bidder Company Name Stantec

Authorized Company Signature

2/21/2025
Date

Peter Napoli / Senior Manager
Authorized Company Printed Name/Title

City of Lauderdale Lakes
ATTACHMENT "E"
E-VERIFY AFFIRMATION STATEMENT

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

A certificate of compliance must accompany this affirmation.

Proposal/Contract No: RFP 25-3110-04R

Project Description: Solid Waste Rate Study

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that 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.

Contractor/Proposer/Bidder Company Name Stantec

Authorized Company Signature

2/21/2025
Date

Peter Napoli / Senior Manager
Authorized Company Printed Name/Title

City of Lauderdale Lakes
ATTACHMENT "F"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The PROPOSER is financially solvent and sufficiently experienced and competent to perform all of the work required of the PROPOSER in the Contract;

2. The facts stated in the PROPOSER's response pursuant to Request for Submittals, instructions to PROPOSER and Specifications are true and correct in all respects;

3. The PROPOSER has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.

4. The PROPOSER warrants all materials supplied by it are delivered to the CITY of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the PROPOSER is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof.

5. **PROPOSER understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**

6. The undersigned certifies that if the firm is selected by the CITY the firm will negotiate in good faith to establish an agreement.

7. PROPOSER understands that all information listed above may be checked by the City of Lauderdale Lakes and PROPOSER authorizes all entities or persons listed above to answer any and all questions. PROPOSER hereby indemnifies the City of Lauderdale Lakes and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this 24 day of October, 2024.

(If an individual, partnership, or non-incorporated organization)

Geri Reese
Witness

Geri Reese
Printed

Administrative Manager
Title

(If a corporation, affix seal)

Attested by Corporate Counsel

Stantec Consulting Services Inc
Company

By

Peter Napoli, Manager
Printed Name, Title

Company

By

Printed Name, Title

Incorporated under the laws of the State of New York.

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A **NEW YORK**, CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").

2. On **April 1, 2024**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.

2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;

3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

Peter Napoli is a **Senior Manager** of the Corporation, and in that capacity is duly authorized to sign proposals, bid forms, and contracts in accordance with the Corporation's Signing Authority Policy in connection with the following project:

City of Lauderdale Lakes, FL
Solid Waste Rate Study

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 24th day of October 2024.

David T. Archer, Corporate Counsel

Corporate Seal

City of Lauderdale Lakes
ATTACHMENT "G"
DEBARMENT CERTIFICATION

49 CFR Part 29- Appendix B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. lf it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in. addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Proposer's Signature

Peter Napoli

(Print Type Name)

City of Lauderdale Lakes
ATTACHMENT "H"
PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lauderdale Lakes, Florida by PETER NAPOLI SENIOR MANAGER (name and title of individual) For

STANTEC CONSULTING SERVICES INC (name of entity) whose business address is

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is 11-2167170 (If the entity has no FEIN, include the Social Security Number of the individual signing this swor statement:_____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or no lo contendre.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

PN X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 16th day of October 2024 by Pete Napoli who ☒ is personally known to me or who ☐ has presented the following type of identification:

_____.

GERI L. REESE
MY COMMISSION # HH 264256
EXPIRES: May 23, 2026

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

City of Lauderdale Lakes

ATTACHMENT "I"

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. F01000005948

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation MAY NOT transact business in this STATE OF FLORIDA until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

(a) Maintaining, defending, or settling any proceedings.

(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

(c) Maintaining bank accounts.

(d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

(e) Selling through independent contractors.

(f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

(i) Transacting business in interstate commerce.

(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

(m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

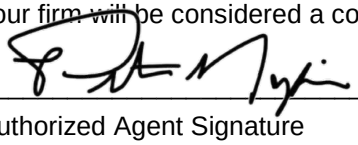
(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust

(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.



Authorized Agent Signature

Peter Napoli / Senior Manager

Authorized Agent Printed Name/Title

City of Lauderdale Lakes
Department of Financial Services
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 2

ADDENDUM NO. 2 **RFP NO.: 25-3110-04R**

TITLE: Solid Waste Rate Study **RFP CLOSING DATE: February 27, 2025 @ 10:00am**

DATE: February 18, 2025 **NUMBER OF PAGES: 1**

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:
None

Questions & Answers:
Q1. Is bid security or bonding applicable to the submittal of this proposal?
A1. No. There is no bid security or bonding required.

Q2. Can you identify what specific user characteristics the Consultant would be required to analyze?
A2.User characteristics, such as demographics, recycling and waste generation behaviors, etc. Final user characteristics will be coordinated between Consultant and City Contract Manager.

ALL ELSE REMAINS THE SAME

CITY OF LAUDERDALE LAKES

Bobbi J. Williams

Bobbi Williams, MPA, CGFO, NIGP-CPP
Director, Financial Services

ACKNOWLEDGED BY:

Stantec Consulting Services Inc
COMPANY NAME

02/26/2025
SIGNATURE/DATE

Peter Napoli
PRINTED NAME

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 1

ADDENDUM NO. 1 **RFP NO.: 25-3110-04R**

TITLE: Solid Waste Rate Study **RFP CLOSING DATE: February 27, 2025 @ 10:00am**

DATE: February 12, 2025 **NUMBER OF PAGES: 1**

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:
None

Questions & Answers:
Q1. When was the last solid waste rate study completed and by whom?
A1. There is no record available.

ALL ELSE REMAINS THE SAME

CITY OF LAUDERDALE LAKES

Bobbi J. Williams

Bobbi Williams, MPA, CGFO, NIGP-CPP
Director,
Financial Services

ACKNOWLEDGED BY:

Stantec Consulting Services Inc
COMPANY NAME

02/26/2025
SIGNATURE/DATE

Peter Napoli
PRINTED NAME

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 315-274235

Business Name: STANTEC CONSULTING SERVICES INC **Business Type:** ENGINEER (CERTIFICATE OF AUTHORIZATION)

Owner Name: STANTEC CONSULTING SERVICES INC **Business Opened:** 01/06/2016

Business Location: 800 FAIRWAY DR STE 195 DEERFIELD BEACH **State/County/Cert/Reg:**

Exemption Code:

Business Phone:

Rooms	Seats	Employees	Machines	Professionals
		4		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

Receipt Fee 30.00

Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

STANTEC CONSULTING SERVICES INC
1687 114TH AVE SE STE 100
BELLEVUE, WA 98004

Receipt #WWW-23-00264649
Paid 07/04/2024 30.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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Business Location: 800 FAIRWAY DR STE 195 DEERFIELD BEACH **State/County/Cert/Reg:**

Exemption Code:

Business Phone:

Rooms	Seats	Employees	Machines	Professionals
		4		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

Receipt #WWW-23-00264649
Paid 07/04/2024 30.00

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F01000005948
(Document number of corporation (if known))

1. STANTEC CONSULTING GROUP INC.
(Name of corporation as it appears on the records of the Department of State)

2. New York
(Incorporated under laws of)

3. 11/14/2001
(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? 12/20/2004

5. STANTEC CONSULTING SERVICES INC.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

Michael Slocombe
(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

March 29/05
(Date)

Michael J. Slocombe
(Typed or printed name of person signing)

Secretary
(Title of person signing)

State of New York
Department of State } SS:

I hereby certify, that the Certificate of Incorporation of STANTEC CONSULTING SERVICES INC. was filed on 08/27/1929, under the name of MANHASSET CIVIL ENGINEERS INC., fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment MANHASSET CIVIL ENGINEERS INC., changing its name to CHARLES E. WARD INC., was filed 11/15/1968.

A Certificate of Amendment CHARLES E. WARD INC., changing its name to THE SEAR-BROWN GROUP, INC., was filed 03/30/1988.

A Certificate of Amendment THE SEAR-BROWN GROUP, INC., changing its name to STANTEC CONSULTING GROUP, INC., was filed 04/02/2004.

A Certificate of Amendment STANTEC CONSULTING GROUP, INC., changing its name to STANTEC CONSULTING GROUP INC., was filed 06/18/2004.

A Certificate of Amendment STANTEC CONSULTING GROUP INC., changing its name to STANTEC CONSULTING SERVICES INC., was filed 12/20/2004.

STATE OF NEW YORK ★ DEPARTMENT OF STATE ★

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 05th day of April two thousand and five.

Secretary of State

200504060453 * 45

CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY) 4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427 GENERIC CERTIFICATE	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Berkshire Hathaway Specialty Insurance Company — 22276 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 14193567 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	N	N	47 - GLO-307584	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TC2J - CAP - 8E086819 (AOS) TJ - BAP - 8E086820	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	N	N	47 - UMO-307585	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2024 5/1/2024	5/1/2025 5/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TO WHOM IT MAY CONCERN.

CERTIFICATE HOLDER

14193567
TO WHOM IT MAY CONCERN

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

10/1/2025 | DATE (MM/DD/YYYY) 9/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1510433 STANTEC CONSULTING SERVICES INC. 410 17TH STREET, SUITE 1400 DENVER CO 80202-4427	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkshire Hathaway Specialty Insurance Company — 22276 INSURER B : AIG Specialty Insurance Company — 26883 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18619708 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$ XXXXXXX
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIAB.	N	N	47-EPP-308810	10/1/2024	10/1/2025	$3M PER CLAIM/AGG. INCLUSIVE OF COSTS	
B	CONTRACTORS POLLUTION LIAB.			CPO8085428	10/1/2023	10/1/2025	$3M PER LOSS/AGG.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROPOSALS. AN ACTUAL CERTIFICATE WILL BE ISSUED UPON THE REQUEST OF THE NAMED INSURED.

CERTIFICATE HOLDER

18619708
SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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With every community, we redefine what's possible.

Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.

Stantec Consulting Services Inc.
777 S Harbour Island Blvd., Suite 600
Tampa, FL 33602
stantec.com

CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700 / FAX (954) 535-1892
www.lauderdalelakes.org

CONTRACT NO. 25-3110-04#
SOLID WASTE RATE STUDY

DRAFT

This Contract is made as of the ____day of January, 2025, between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and _____., a Corporation, authorized to do business in the State of Florida, ("CONTRACTOR"), ("Parties"), whose Federal I.D. number is _____.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide a rate study for the solid waste special assessment, and

WHEREAS, at its meeting of _____, 2025, by Resolution # 2025-xxx, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract # RFP25-3110-04R and

WHEREAS, the CONTRACTOR is willing and able to perform the work of providing a rate study for the solid waste special assessment for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide a rate study for the solid waste special assessment services specifically set in the Scope of Work detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Ronald Desbrunes, telephone (954) 535-2815 or ronaldd@lauderdalelakes.org

ARTICLE 2 - TERM

The term of this agreement is through the completion of the project. There are no authorized extensions to perform other services not associated with this project.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit "C", Schedule of Professional Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.

CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY on an annual basis. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars ($100). After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

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C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "B", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subContractor or to reject the selection of a particular subContractor and to inspect all facilities of any subContractors in order to make a determination as to the capability of the subContractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any subContractors on this project the following provisions of this Article shall apply:

If a subContractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subContractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subContractor by the CITY. The substitution of a subContractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONTRACTOR, its subContractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subContractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

ARTICLE 8 – INSURANCE

A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative.

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Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

C. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of $1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

F. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

G. It shall be the responsibility of the CONTRACTOR to insure that all subContractors comply with the same insurance requirements referenced above.

H. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.

I. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.

J. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at it's sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

K. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 9 - INDEMNIFICATION

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The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with applicable Florida Statutes.

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the

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opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 14 - PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

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The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 17 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than it's bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24 - Modifications of Work.

ARTICLE 24 - MODIFICATIONS OF WORK

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The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

(1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
(2) Notify the CITY of any estimated change in the completion date, and
(3) Advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

FOR CITY
Attn: City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2740

FOR CITY
Financial Services Department
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700 Ext. 2828

FOR CONTRACTOR
Attn: Contact
Consultant Name
Address
City, State, Zip
Contact email

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ARTICLE 26 - CAPTIONS AND PARAGRAPH HEADINGS

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

ARTICLE 27 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 28 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to of or approval of any act by Contractor requiring consent or approval shall not

be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 29 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 30 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 31 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the _____ day of _____,_____

NAME OF FIRM

Corporate Seal

Witness

Name, Title (Typed)

As to the CITY on the _____ day of _____, _____.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

_____
City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

Exhibit A: Scope of Work
Exhibit B: Key Personnel/management team
Exhibit C: Schedule of Professional Fees

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RFP NO.:25-3110-03R
Solid Waste Rate Study
Evaluation Summary Report

Solicitation Number: 25-3110-04R							**Calculations**
Summary Description:Solid Waste Rate Study							
Closing date: Feb 27, 2025							
Evaluation Meeting held: June 13, 2025 @ 11am							
Prepared By: Bobbi Williams							
Verified by:							
	Criteria	Max Score		Ronald Desbrunes, Director, Public Works	Syed Zaman, Engineer Inspector CMO - Engineering and Construction Division	Heidi Brocks, Budget Officer Financial Services	**Actual Total / Category**
NewGen Strategies & Solutions, LLC							
Sunbiz: Yes, 46-0863326							
1	Qualifications and Experience	35		30	36	30	**96**
2	Methodology/Approach	25		20	23	25	**68**
3	Past Performance and References	20		17	19	20	**56**
4	Price $69,880	10		4.4	4.4	4.4	**13.2**
5	Location - Lakewood, CO	10		1	1	1	**3**
	Total Score	100		72.4	83.4	80.4	236.2
SCS Engineers							
Sunbiz: Yes,							
1	Qualifications and Experience	35		30	33	30	**93**
2	Methodology/Approach	25		22	22	25	**69**
3	Past Performance and References	20		17	19	15	**51**
4	Price $41,875	10		7.3	7.3	7.3	**21.9**
5	Location - Coconut Creek, FL	10		5	5	5	**15**
	Total Score	100		81.3	86.3	82.3	249.9
Raftelis Financial Consultants, Inc.							
Sunbiz: Yes, 20-1054069							
1	Qualifications and Experience	35		30	35	32	**97**
2	Methodology/Approach	25		20	22	25	**67**
3	Past Performance and References	20		17	19	20	**56**
4	Price $42,000	10		7.2	7.2	7.2	**21.6**
5	Location - Maitland, FL	10		1	1	1	**3**
	Total Score	100		75.2	84.2	85.2	244.6
Stantec Consulting Services, Inc.							
Sunbiz: Yes, 11-2167170							
1	Qualifications and Experience	35		35	32	35	**102**
2	Methodology/Approach	25		22	22	20	**64**
3	Past Performance and References	20		17	20	20	**57**
4	Price $30,400	10		10	10	10	**30**
5	Location - Tampa	10		1	1	1	**3**
	Total Score	100		85	85	86	256
Legal Ad: Oct 9 & 10, 2024							
Published: Oct 1, 2024 - Novemeber 15, 2024							
Planholders: 15							
Broadcast List: 2,230							
Proposals Received: 4							

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-121 TO AWARD A CONTRACT TO THE MOST RESPONSIVE, RESPONSIBLE AND LOWEST BIDDER SAFA CONSTRUCTION, LLC FOR (ITB 25-6310-11B) WATER QUALITY IMPROVEMENT PROJECT CANAL 5 IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED AND TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS ($1,423,585.00)

Summary

The resolution authorizes the Mayor and the City Commission to Award a Contract to Safa Construction, LLC in response to ITB 25-6310-11B for Water Quality Improvement Project - Canal 5 for an amount not to exceed $1,423,585.00.

Staff Recommendation

Background:

There is an immediate need to repair/restore canal bank and erosion control to protect the canal from pollutants that are harmful to water quality and flood control throughout the canal network. A variety of means and methods will be employed to restore canal banks that are in critical condition. The City of Lauderdale Lakes solicited qualified firms to provide Water Quality Improvement for Canal #5. The solicitation was solicited using the City's electronic bid system, www.demandstar.com from June 11, 2025 until August 15, 2025. The solicitation was broadcast to 2,061 suppliers and there were 61 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on June 15th 2025 and June 18th, 2025. The solicitation was declared closed August 15, 2025. The evaluation process included a thorough review of the written proposals, to determine the lowest responsible and responsive bidder. The final results yielded the following:

RANK	VENDOR	BID VALUE
1	Safa Construction, LLC	$1,423,585.00
2	Enco, LLC	$2,240,120.00
3	B&Z Construction	$2,271,285.00
4	Landshore Enterprises	$2,785,472.74
5	Razorback LLC.	$8,330,050.00

City staff is recommending award to Safa Construction, LLC. after completing the competitive bidding process which represents the best value to the City for an amount not to exceed One Million, Four Hundred and Twenty-Three Thousand, Five Hundred and Eight Five Dollars ($1,423,585.00).

City staff is requesting to continue utilizing this contract in accordance with the City's Procurement Code, Section 82-356(a)(1), 82-356(A)(1) of the Lauderdale lakes procurement code which allows Competitive sealed bidding.

Funding Source:

Florida Department of Environmental Protection Agency (FDEP) and American Rescue Plan Act (ARPA)

Fiscal Impact:

Florida Department of Environmental Protection Agency (FDEP) has awarded **$514,740.00** for this project and the remaining amount will be funded from American Rescue Plan Act (ARPA)/Adequate funding available in the General Fund, budget to allow for the expense.

Sponsor Name/Department: Maqsood M. Nasir, Director of Engineering Services,

Aazam Piprawala, Procurement Administrator
Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-121 Awarding Contract Stormwater Conveyance and Water Quality Improvement Project	Resolution
🗋	Exhibit A-Safa's Bid	Exhibit
🗋	Exhibit B-Contract	Agreements

RESOLUTION 2025-121

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AWARDING AND AUTHORIZING THE MAYOR AND THE DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. ITB 25-6310-11B TO SAFA CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED AND TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS ($1,423,585.00), PROVIDING FOR STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT CANAL 5; PORTIONS OF SAFA CONSTRUCTION, LLC'S BID PACKAGE IS ATTACHED HERETO AS **COMPOSITE EXHIBIT A**; A DRAFT COPY OF CONTRACT #25-6310-11B AND SCOPE OF SERVICES IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF EACH WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") has an immediate need to repair and restore canal bank and erosion control to protect the canal from pollutants that are harmful to water quality and flood control throughout the canal network;

WHEREAS, a variety of means and methods will be employed to restore canal banks that are in critical condition;

WHEREAS, in accordance with Section 82-356(a)(1) of the Lauderdale Lakes Procurement Code, the City solicited qualified firms to provide Water Quality Improvement for Canal Number Five (5);

WHEREAS, solicitation was solicited using the City's electronic bid system from June 11, 2025, until August 15, 2025;

WHEREAS, solicitation was broadcast to two thousand sixty-one suppliers (2,061) and there were sixty-one (61) planholders;

WHEREAS, the solicitation was further broadcasted in the Sun Sentinel, a newspaper of general circulation, on June 15, 2025, and June 18, 2025;

WHEREAS, five (5) bids were received and evaluated for compliance with specifications, qualifications, responsiveness, and cost-effectiveness, with the following results:

a. Safa Construction, LLC - $1,423,585.00

b. Enco, LLC - $2,240,120.00

c. B&Z Construction - $2,271,285.00

d. Landshore Enterprises - $2,785,472.74

e. Razorback LLC - $8,330,050.00

WHEREAS, after the subject bids were evaluated based on the requirements set forth in the ITB, Safa Construction, LLC was determined to be the lowest, fully responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bid and offering the best value to the City;

WHEREAS, the Florida Department of Environmental Protection Agency ("FDEP") has awarded Five Hundred Fourteen Thousand Seven Hundred Forty and No/100 Dollars ($514,740.00) for this project and the remaining amount will be funded from the American Rescue Plan Act ("ARPA") or adequate funding available in the General Fund budget to allow for the expense;

WHEREAS, City Staff recommends the City Commission award the contract to Safa Construction, LLC for an amount not to exceed One Million Four Hundred and Twenty-Three Thousand Five Hundred Eighty-Five and No/100 Dollars ($1,423,585.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby awards and authorizes the Mayor and Deputy City Clerk to execute and attest, respectively, that certain Contract No. ITB 25-6310-11B to Safa Construction, LLC to provide stormwater conveyance and water quality improvement project canal five (5) in an amount not to exceed One Million Four Hundred and Twenty-Three Thousand Five Hundred Eighty Five and No/100 Dollars ($1,423,585.00), in substantially the form as attached hereto as **Composite Exhibit B**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Safa Construction, LLC; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Maqsood M. Nasir, Director of Engineering Services, Aazam Piprawala, Procurement Administrator

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

BID NO.: 25-6310-11B

CITY OF LAUDERDALE LAKES

LAUDERDALE LAKES STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT CANAL 5

4300 NW 36th Street
Lauderdale Lakes, FL 33319

Broward County, Florida

Prepare For:

CITY OF LAUDERDALE LAKES

Prepared By:

SAFA CONSTRUCTION, LLC

SAFA CONSTRUCTION, LLC

August 2025

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B. Administrative Information

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B7. Drug Free Workplace Certification
B8. Non-Collusion Affidavit
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B10. Warranties
B11. E-Verify Affirmation Statement
B12. Prof of Insurance
B13. License

A. Cover Letter

SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

August 11, 2025

CITY OF LAUDERDALE LAKES

Procurement Office

Purchasing Division

Lauderdale Lakes, FL 33319

Subject: Bid Proposal Submittal for Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project Canal 5 (BID NO.: 25-6310-11B)

Dear City of Lauderdale Lakes,

I am writing to submit my bid proposal for the Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project Canal 5 as advertised by your esteemed organization. As a highly skilled and experienced Safa Construction, I am confident that my proposal will meet and exceed your expectations.

I have carefully reviewed the project requirements outlined in the Request for Proposal (RFP) document and believe that my expertise aligns perfectly with the needs of the project. I have a proven track record of delivering exceptional results in similar projects, and I am eager to bring my skills and knowledge to contribute to the success of your project.

I take great pride in my professionalism, attention to detail, and commitment to delivering projects on time and within budget. Throughout my career, I have built strong relationships with clients by actively listening to their needs, communicating effectively, and providing tailored solutions. I am confident that my dedication to customer satisfaction and my ability to adapt to changing project requirements will make me an ideal partner for this endeavor.

Furthermore, I understand the importance of collaboration and teamwork in achieving project success. I am ready to work closely with your team, actively participating in meetings, sharing progress reports,

SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

and addressing any concerns promptly. By fostering open communication and maintaining a strong work ethic, I am confident that we can achieve outstanding results together.

Thank you for considering my bid proposal for the Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project Canal 5, I am excited about the possibility of collaborating with your organization and contributing to the success of this project. I am available for further discussion or clarification at your convenience.

I look forward to the opportunity of meeting with the City of Lauderdale Lakes and discussing how we can best move forward. Once again, thank you for your time and consideration.

Sincerely,

MD Shahinur Rahman, CGC, PMP, MS, PE (CA, FL)

PRESIDENT /CEO

SAFA CONSTRUCTION, LLC

B1. Bid Form

CITY OF LAUDERDALE LAKES, FL
BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

Contractor/Firm Name	SAFA CONSTRUCTION, LLC
Contact Name:	MD SHAHINUR RAHMAN
Contact Phone:	(954)-326-8295
Contact Email:	md.rahman@safaconstruction.net

Before sealing your bid envelope make sure the following items are included in your bid submittal:

1. Bid Form: Carefully read all Bid Documents, review the project scope and properly fill out the Bid Form. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

2. Bidder's Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

3. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it properly notarized.

4. Trench Safety Act: Complete and sign the Trench Safety Act form (if applicable).

5. Warranties: Complete and sign the Warranties form.

6. E-Verify Form: Complete and sign the E-Verify form.

7. Bid Bond (If Applicable): Include a five percent (5%) Bid Bond. Failure to provide a Bid guarantee will result in automatic rejection of your Bid. All required Bonds must be submitted on the City's Bond forms, included in this document. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

8. Proof of Insurance: Include ***proof*** of insurance containing a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the City and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the City and their officers, directors, agents, and employees as "additional insured".

9. License: Attach certificate of competency, state registration and any other applicable licenses.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:
Please indicate reason(s) why a Bid Form is not being submitted at this time. Return this page to the Financial Services Department to avoid removal from the City of Lauderdale Lakes vendor listing.

CITY OF LAUDERDALE LAKES, FL
BID FORM

Lauderdale Lakes Stormwater Converyance and Water Quality Improvement Project- Canal 5

Submitted By: SAFA CONSTRUCTION, LLC Date: 08/11/2025

to furnish and deliver all materials and to do and perform all Work as is required for the project scope.

In order to be considered for this project, **the Bidder shall** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days after the date of City's Notice of Tentative Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that

   a. Bidder has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
Addendum No : 1	June 30, 2025	Addendum No : 4	July 29,2025
Addendum No : 2	June 30, 2025		
Addendum No : 3	July 14, 2025		

   of all of which is hereby acknowledged;

   b. Bidder has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the City is acceptable to Bidder.

4. Bidder proposes to furnish the Work in conformity with the Specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the Bid Documents.

5. It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The City of Lauderdale Lakes. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 1

ADDENDUM NO. 1
TITLE: Water Quality Improvement Project Canal 5

ITB NO.: ITB25-6310-11B
ITB CLOSING DATE: July 18, 2025 @ 10:00am

DATE: June 30, 2025

NUMBER OF PAGES: 2

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

Kindly see below, attendance for Non-Mandatory Pre-Bid Meeting:

Attendance (Non-Mandatory Pre-Bid Meeting):

Non-Mandatory Pre-Bid Conference Sign-in Sheet @ 11:00 AM

Project Title: STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT CANAL 5 # ITB25-6310-11B

Date: 06/18/2025

	Company/Representative	Address/Email	Phone #
1	Underwater Engineering Services inc. Ryan Heran	Rheran@uesi.com	(561) 396-5796
2	John CAPASSO Bez Construction	Jcapasso@bzconstruction.net	617-908-3732
3	ATC Clinton Hodges	chodges@atldiversified.com	561-722-5630
4	Landshore Enterprises LLC Miguel Reto	Miguel@Landshore.com	954 327 3300
5	Landshore LLC Jose Pereira	Jose@Landshore.com	7863292773
6	Dickerson Inc KASEY EDWARDS	Kedwards@dfifl.com	7728018426
7			
8			
9			
10			
11			

1

ALL ELSE REMAINS THE SAME

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ACKNOWLEDGED BY:

SAFA CONSTRUCTION, LLC
COMPANY NAME

07/02/2025
SIGNATURE/DATE

MD SHAHINUR RAHMAN
PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 2

ADDENDUM NO. 2 **RFP NO.: ITB 25-3610-11B**

TITLE: Water Quality Improvement Project Canal 5 **RFP CLOSING DATE: July 18th, 2025 @ 10:00AM**

DATE: June 30, 2025 **NUMBER OF PAGES: 4**

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Questions & Answers:

Q1
What is the engineers estimate?

A1
Not available at this time

Q2
Will the City Provide a Staging Area?

A2
No, the city will not provide any staging area.

Q3
Are there any restrictions of Working Hours and/or Weekend Work?

A3
Monday- Friday, 7 am to 5 pm. Saturday upon request.

Q4
I am reviewing the bid documents on Demandstar and it references an Excel price sheet but I do not see an excel price sheet in the bid documents available. Should there be an excel price sheet or do we use the PDF in the bid documents?

A4
The excel sheet is provided under the addendum documents.

Q5
What is budget/engineers estimate for this solicitation?

A5
Not available at this time

Q6
Does the Canal need to remain operational during the duration of the project?

A6
Yes, the culvert connected between C-13 Canal and proposed work location canal need to be remained in operation.

Q7
What Permits are required? Who oversees the waterway? (Army core, city, etc.)

A7
City of Lauderdale Lakes Engineering and MOT Permit will be required. The city oversees the waterway.

Q8
Please confirm that the project is Buy America?

A8
Yes

Q9
The bid tab (page 19 of 104) shows line item 22 general allowance and line item 23 contingency, but no dollar value is assigned. What values does the contractor write in?

A9
Please see the revised bid tabulation under the addendum documents.

Q10
Can we pump the canal material into the shoresox bags?

A10
Yes, excavation materials can be pumped into the shoresox bags.

Q11
Could you please confirm the designated staging and access areas allocated for the project?

A11
The city will not provide any designated staging area. The access into the canal is thru the public right way located on the both end of the project.

Q12
Regarding the irrigation or other utility pipes, should a pass-through pipe be installed, or are the pipes intended to fit directly through the gabion structure?

A12
Please see the miscellaneous details on the plans.

Q13
What is the disposal site address and any available information on the chemical properties of the excavation materials?

A13
The city is none aware of any contamination on the canal sediment.

Q14
What is the anticipated schedule for the construction phase?

A14
The Construction must be completed on June 30, 2026.

Q15
Would the City consider replacing the ShoreSox specified in the typical section design with a non-woven geotextile fabric?

A15
No, most of the non-woven geotextile fabrics are not biodegradable. Shoresox materials must be biodegradable.

Q16
Lastly, we would like to inquire whether the property at 3200 NW 33rd Ave could be considered for demolition and replacement of the existing seawall with a gabion structure. In our assessment, the current wall appears to be in poor condition.

A16
Existing seawall to be remained.

Q17
Is there a Designated stagging site for materials and equipment for the upcoming project?

A17

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

No, the city will not provide any staging area. We will assist to get permission to use any city own property for staging area near the project location.

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

SAFA CONSTRUCTION,LLC

COMPANY NAME

6/30/2025

SIGNATURE/DATE

MD SHAHINUR RAHMAN

PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

City of Lauderdale Lakes
Department of Financial Services
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 3

ADDENDUM NO. 3 **RFP NO.: ITB 25-3610-11B**

TITLE: Water Quality Improvement Project Canal 5

RFP CLOSING DATE: ~~July 18th, 2025 @ 10:00AM~~ August 1st, 2025 @ 10:00AM

DATE: July 14, 2025 **NUMBER OF PAGES: 2**

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications + Announcement:

1. Bid extended to Friday, August 1st, 2025.
2. Below is the revised bid tabulation for lines 22 and 23:

22	GENERAL ALLOWANCE*	LS	1	$ 25,000.00	$ 25,000.00
23	PERMITTING CONTINGENCY**	LS	1	$ 40,000.00	$ 40,000.00
	Grant Total				

Questions and Answers:

Q1:
I hope this message finds you well. I am respectfully requesting a one-week extension to the bid submission deadline for the Water Quality Improvement Project Canal 5, currently due on Friday, July 18th, 2025, at 10:00 AM.
An extension would allow us to finalize all necessary components and ensure that our proposal is complete, accurate, and highly competitive in response to the project's requirements.
We appreciate your consideration of this request and remain committed to submitting a high-quality bid. Please let us know if any additional information is needed.

A1:
Bid extended to Friday, August 1st, 2025.

City of Lauderdale Lakes
Department of Financial Services
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319
Phone: (954) 535-2828
Fax: (954) 535-1892

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

SAFA CONSTRUCTION, LLC

COMPANY NAME

SIGNATURE/DATE

MD Shahinur Rahman

PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 4

ADDENDUM NO. 4

RFP NO.: ITB 25-3610-11B

TITLE: Water Quality Improvement Project Canal 5

RFP CLOSING DATE: ~~July 18th, 2025 @ 10:00AM~~
~~August 1st, 2025 @ 10:00AM~~
August 15th, 2025 @ 10:00AM

DATE: July 29, 2025

NUMBER OF PAGES: 2

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications + Announcement:

1. Bid extended to Friday, August 15th, 2025 at 10am.
2. We modified the design. Existing sea wall will remain at the same location. New gabions with shore sox have been proposed next to the existing sea wall. This change is reflected at the attached plan and also in the schedule of bid items. Please upload the attached documents as an addendum. Please extended the bid closing timeline up to mid-August.
3. See attached 2nd Revised Schedule of Bid items
4. See Attachment 1
5. See Attachment 2

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

SAFA CONSTRUCTION, LLC

COMPANY NAME

08/11/2025

SIGNATURE/DATE

MD SHAHINUR RAHMAN

PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

B2. Schedule of Bid Item

SCHEDULE OF BID ITEMS

Solicitation Number: 25-6310-XXB

PROJECT TITLE: LAUDERDALE LAKES STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT (CANAL- 5)

Contractor:

Location: Canal-5

Item	Description	Unit	Quantity	Unit Price (US$)	Subtotal (US$)
1	MOBILIZATION	LS	1	20,000.00	20,000.00
2	PROJECT SIGN	EA	2	1,000.00	2,000.00
3	MAINTENANCE OF TRAFFIC	LS	1	5,000.00	5,000.00
4	CONSTRUCTON VIDEOS AND PHOTOGRAPHS	LS	1	5,000.00	5,000.00
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	10,000.00	10,000.00
6	FLOATING TURBIDITY BARRIER	LF	87	5.00	435.00
7	TRUCK WASH OUT	LS	1	1,000.00	1,000.00
8	TURBIDITY MONITORING	LS	1	5,000.00	5,000.00
9	DUST CONTROL	LS	1	5,000.00	5,000.00
10	SITE PREPARATION AND CLEARING & GRUBBING	LS	1	20,000.00	20,000.00
11	CHANNEL EXCAVATION	CY	2000	150.00	300,000.00
12	EMBANKMENT (FILL CONSTRUCTION)	CY	1200	150.00	180,000.00
13	IRRIGATION LINES RECONNECTIONS (SEE DETAIL)	EA	46	439.13	22,500.00
14	GABION BASKET, 36" THICK	CY	1900	135.79	258,000.00
15	RIPRAP- RUBBLE, DITCH LINING OR BEDDING STONE	CY	3350	84.63	283,500.00
16	BIOENGINEERING EROSION CONTROL (SHORESOX- 12' WIDER)	LF	3180	61.32	195,000.00
17	STORMWATER PIPES (INCLUDES CONCRETE COLLARS)	LF	60	55.00	3,300.00
18	SOD	SY	3920	1.94	7,600.00
19	FENCING RESET EXISTING (CHAIN LINK)	LF	745	32.21	24,000.00
20	GROUT	CF	25	50.00	1,250.00
21	SHEET PILE/RETAIN WALL REPAIRS	LS	1	10,000.00	10,000.00
22	GENERAL ALLOWANCE*	LS	1	$ 25,000.00	$ 25,000.00
23	PERMITTING CONTINGENCY**	LS	1	$ 40,000.00	$ 40,000.00
	Grant Total				$ 1,423,585.00

* Need City's Project Manager's Approval. The contingency cannot be used without prior approval.
**To be reimbursed based on the paid receipt for permit(s).

**To be reimbursed based on the paid receipt from the permitting agency.
All proposed items shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Note that change orders are not considered for costs related to any of the above.

This is a unit price project and the proposed price must be in accordance with the attached set of plans and specifications for this project. If a contingency is included, this should not be considered a guaranteed amount available to the Contractor. Use of the Contingency must be pre-approved by City Management.

Contractor shall furnish all labor, materials, and equipment and perform all the necessary Work in the manner and form provided in the Contract Documents.

Total Project Cost Written: One million four hundred thousand twenty three thousand five hundred eighty five Dollars and zero Cents

Total Project Completion Time: Ninety Nine (99) Calendar Days

6. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.

7. Communications concerning this Bid shall be as follows:

   Contact Person MD Shahinur Rahman

   Business Address 11186 SW 17th MNR

   City, State, Zip Code Davie, FL 33324

   Business Phone Number (954) 326-8295

   Email Address md.rahman@safaconstruction.net

   Cell Phone Number (954) 326-8295

8. Other pertinent information is as follows:

   License Number CGC 1531601 (Please Attach Copy)

   Federal Tax ID# _____

   Federal Employment ID # 87-2712692

   Submitted on this August day of 11, 20 25.

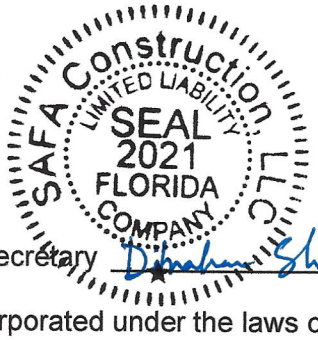
a. (If an individual, partnership, or non-incorporated organization)

_____
(Signature)

_____
(Title)

b. (If a corporation)

(Affix Seal)



Signature of BIDDER _____

By MD SHAHINUR RAHMAN

Attested by

Secretary _____

Incorporated under the laws of the State of FL.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

B3. Certification for the Corporation

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of SAFA CONSTRUCTION, LLC, a corporation under the laws of the State of FLORIDA held on JULY 02, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that SAFA CONSTRUCTION, LLC, as ESTABLISHED 2021 of the Corporation, is hereby authorized to execute the Bid Form dated JULY 18,2025, 2025 between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this July day of 05, 2025.

SAFA Construction LIMITED LIABILITY SEAL 2021 FLORIDA COMPANY LLC

Dilnahar H. Shaikh
Secretary

STATE OF FLORIDA

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me via ☒ physical presence OR ☐ online notarizations this July day of 05, 2025.

By Dilnahar H. Shaikh

Personally known ✓ OR produced identification ____

Type of identification produced: _____.

NOTARY PUBLIC STATE OF FLORIDA
REIAZ KHAN
Notary Public - State of Florida
Commission # HH 170136
My Comm. Expires Nov 20, 2025
Bonded through National Notary Assn.

Reiaz Khan
Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

B4. Bid Bond

BID BOND

STATE OF FLORIDA

COUNTY OF BROWARD

KNOW ALL MY BY THESE PRESENTS that MD SHAHINUR RAHMAN as Principal, hereinafter called Bidder ~~and _____ as Surety, are held and~~ (See note below) firmly bound unto the City of Lauderdale Lakes, Florida, hereinafter called the City in the penal sum of:

_____ Dollars $_____

lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Bidder has submitted the accompanying Bid, dated August 15, 2025, for:

PROJECT NAME: Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project– Canal 5, BID NO: 25-6310-11B

NOW, THEREFORE,

1. It is a condition precedent to the submission of said Bid that a certified check, cashiers check or bid bond in the amount of five percent (5%) of the base Bid be submitted with said Bid as a guarantee that Bidder will, if awarded the contract, enter into a written contract with the City.

(Note: Instead of Bid bond, a certified check/Cashiers check is submitted for this project)

2. If the Bidder shall not withdraw said bond within ninety (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the Bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to City and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America as liquidated damages for failure thereof of said Bidder.

(Note: Instead of Bid bond, a certified check/Cashiers check is submitted for this project, so no bounded party required at bidding process. See Copy of the check below)

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals, this___day of_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required. If Corporation, Secretary Only will attest and affix seal.)

(Note: SAFA construction is a Corporation, so Secretary only attest and affix seal)

WITNESSES:

BIDDER	
	By (Signature & Title) MD SHAHINUR RAHMAN, CEO
(AFFIX SEAL)	Typed Name & Title signed above
ATTEST:	CORPORATE SURETY (Affix Seal)
Secretary	By (Signature & Title) Dilnahar H. Shuvo, Secretary
	Typed Name & Title signed above
ATTEST:	Attorney in Fact (Affix
Seal) Business Phone	
Secretary	Business Address
	City State
(AFFIX SEAL)	Name of Local Insurance Agency

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0066135 Office AU #

11-24 1210(8)

CASHIER'S CHECK

6613504469

Remitter: MD RAHMAN
Operator I.D.: k160392 u724261

July 12, 2025

PAY TO THE ORDER OF ***CITY OF LAUDERDALE LAKES***

Seventy-One Thousand One Hundred Seventy-Nine and 25/100 -US Dollars ** **$71,179.25

VOID IF OVER US $ 71,179.25

Payee Address:
Memo: FOR BID BOND

WELLS FARGO BANK, N.A.
5830 S UNIVERSITY DR
DAVIE, FL 33328
FOR AUTOMATED CHECK VERIFICATION
CALL: (480) 394-3122

Authorized Signature

Details on Back.

Security Features Included.

⑈6613504469⑈ ⑆121000248⑆4861 513265⑈

B5. Certificate And Affidavit for Bonds

Alscott, Inc.

An AssuredPartners Company
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

October 26, 2022

Re: Safa Construction
Davie, FL
Bonding Program

Dear Sir or Madam:

Please let this letter serve as notice that Safa Construction is bonded by the Foundation Surety & Insurance Solutions, which is listed as a U.S. Treasury Department approved surety.

Based upon our solid relationship, and Safa Construction's top rated performance, we are pleased to state that Safa Construction does have bonding capacity currently available with Foundation Surety & Insurance Solutions for a single bond of $1.5 million with an aggregate of up to $3.5 million. It is understood the issuance of any final or bid bonds is a matter between the Safa Construction and Foundation Surety & Insurance Solutions and no liability to third parties is assumed should bonds not be executed for any reason.

We fully recommend Safa Construction for your construction needs. You will find the company has a proven track record of owner satisfaction and of bringing projects in on time and within budget.

If you have any questions, please feel free to call.

Sincerely,

David S. Salavitch

David S. Salavitch
President

B6. Bidder's Qualifications Statement

BIDDER'S QUALIFICATIONS STATEMENT

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone, Fax Number and Email:

   SAFA CONSTRUCTION, LLC

   11186 SW 17TH MNR, DAVIE, FL 33324

   FAX - N/A, PHONE # (954) 326-8295

   E-MAIL : md.rahman@safaconstruction.net

2. Number of years as a Contractor in this type of work: 3 Year 9 Month

3. Names and titles of all officers, partners or individuals doing business under trade name:

   MD SHAHINUR RAHMAN, CEO

   DILNAHAR HOSSAIN SHUVO, Secretary

4. The business is a: Sole Proprietorship O Partnership O Corporation ☑

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

   Joshua Roberts, Company name :ASI Bonding an AssuredPartners Company, Email: alscottjcr@gmail.com Phone: (305) 270-9232

6. What is the last project of this nature that you have completed? Include the project value.

   February 2025, 1.2 Million, June 2025 250k

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

   NO

8. Have you personally inspected the proposed Work and do you have a complete plan for its performance?

   Yes

9. List CM's or GC's your company has worked for within the past three years.

CM/GC No. 1	Contact Person:	Tel: Fax:	
Next Gen Construction & Demolition Corp	Brain Vega	786 202 5693	
CM/GC No. 2 Reysan Excavation Services Inc	Contact Person: Reynel Santiestban	Tel: Fax: (786) 608-9942	

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1 NANNASS RESIDENCE	Location: 1515 East 9th Street, Lehigh Acres, Fl 33972 921 Lake Avenue, Lehigh Acres, Fl 33972 1218 Mckinley Avenue, Lehigh Acres, Fl 33972 and others	Your $ contract Amount: 1.2 Million	Date Completed: 2024 November
Contracting Agency/Owner: SARAH REAL ESTATE INVESTMENTS	Contact Person: ANISS NANNAN	Tel: (305) 303-3501 Fax:	
Project No. 2 Pond Restoration	Location: 1530 Evans Rd LaBelle, Florida	Your $ contract Amount: 250 K	Date Completed: June,2025
Contracting Agency/Owner: SARAH REAL ESTATE INVESTMENTS	Contact Person: ANISS NANNAN	Tel: (305) 303-3501 Fax:	
Project No. 3 Sesame Street Culvert Replacement	Location: Opa-Locka, FL	Your $ contract Amount: 1.2 Million	Date Completed: Feb, 2025
Contracting	Contact	Tel: (305) 206 0279	
Agency/Owner: City of Opa-Locka	Person: Carlos Gonzalez (PM-CIP)	Fax:	

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

MD Shahinur Rahman, PE, CGC (Experience 25 years)

Dilnahar Hossain Shuvo, PE (Experience 10 years)

12. State the name and licensing of the individual who will have personal supervision of the Work.

MD Shahinur Rahman, CGC 1531601, PE 80669

13. Will you sublet any part of this Work? If so, give details.

No

14. What equipment do you own that is available for the Work? (Attach additional sheets as necessary)

We use commercial equipment rental company for our work. We have commercial account with united rental and sunbelt rental.

15. What equipment will you purchase for the proposed Work?

No, we will purchase any equipment, we will rent the equipment.

16. What equipment will you rent for the proposed Work?

Excavator, Barge, Boats, Loader

Principal Materials Manufacturer and Subcontractors. The Bidder who proposes to perform Work per the project scope is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services said Bidder proposes to furnish and utilize if awarded a Contract for the Work specified herein. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the Bidder will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever Bidder wishes to substitute materials or subcontractors, Bidder shall request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the Work.

Materials: Note : Shop drawing will be submitted to the City for all product approval.

Item	Manufacturer
Gabion	Gabion Supply
Geo-textile	MIRAFI FW 700 (FDOT Approval # 985-007-002)
Shoresox	Supplier SOX Erosion Solution or Ferguson or City's preference.
Rip rap, stone etc	FDOT approved Mine- TITAN Florida

SUB-CONTRACTORS:

Name	License#	Duties	Contract Amount $	% of Contract
REYSAN EXCAVATION SERVICES INC	Sun biz # : P21000097705	Excavate the canal bottom and sides	Not fixed yet	Not fixed yet
QUALITY GRADING, LLC.	Sun biz # : L23000421068	Putting stone canal bottom and sides, gabion	Not fixed yet	Not fixed yet
ALLIED TRUCKING OF PALM BEACH, L.C.	Sun biz # : L98000002772	Getting the material in and out	Not fixed yet	Not fixed yet

The Bidder acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by City in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the City to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The Bidder also acknowledges that all information listed above may be checked by the City and authorizes all entities or persons listed above to answer any and all questions. Bidder hereby indemnifies the City and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

BIDDER's Signature

Safa Construction, LLC

(Print or Type Name)

07/03/2025

Date

Additional information for item 10 (Simler Construction experience)

Construction-1 By the Prime contractor, Safa Construction, LLC
Location: 1530 Evans Rd, LaBelle, Florida (Pond restoration project)

Construction-2 By the Prime contractor, Safa Construction, LLC
Location: Opa-Locka Canal @ Sesame Street (Canal Bank restoration)

Construction-3 By the Sub-Contractor, Quality Grading, LLC
Location: Davis Boulevard (roadside ditch erosion control)

Additional information for item 11 (Experience)

MD Shahinur Rahman, CGC, PMP, MS, PE (CA, FL),

CEO

SAFA CONSTRUCTION, LLC

EDUCATION

- Master of Science in Computer Science, Texas A&M University, TX, 2003
- Bachelor of Science in Civil Engineering, Bangladesh University of Engineering and Technology (BUET), 1998

PROFESSIONAL CERTIFICATIONS

- Certified General Contractor CGC License No. 1531601
- Professional Engineer FL PE License No. 80669
- Professional Engineer CA PE License No. 75093
- Project Management Professional, Cert No 1474518

PROFESSIONAL TRAINING

- 30 Hours OSHA
- Advanced MOT Certification

KEY EXPERIENCE

- Construction Administration
- CPM Scheduling
- Asset Management
- Contract Negotiation
- Strategic Planning
- Estimating and Bids
- Value Engineering
- Quality Assurance
- Business Development
- Clients Relationship
- Procurement
- Leadership

WORK HISTORY

- SAFA Construction LLC.
- SSN Engineering
- Marlin Engineering
- Kimley-Horn and Associates

SUMMARY OF EXPERIENCE

Over Twenty (20) years of professional experience in Civil Engineering and leading all functions of Heavy Civil Construction and Project Management including Contract Administration, Accounting, Planning, Design, Processing, Specs Review, Field Supervision and Operations, Managing Staff, Mentoring young Professionals, Supervising sub-contractors, Budgeting, Scheduling, Progress Reporting and Timely Completion of Projects. Mr. MD's areas of expertise are:

- Manage contracts and completion of several municipal, commercial and private construction projects from a variety range of scopes and in excess of $15 Billion.
- Monitoring the progress of contracts administration including design-build projects.
- Receive and analyze bids after award for turnover to management team.
- Execution of construction including supervision of subcontractors, and awarding sub's subcontracts and major purchase orders with vendors and suppliers.
- Work with Senior VP, operations manager, field and office core personnel to establish planning for job Execution and Logistics.
- Evaluate and maintain cost control and forecasting from beginning and thru the duration of project.
- Coordinates requirements of governing authorities for permits, inspections and final approval of the project with A/E.
- Maintain submittal control, including scheduling, receiving, reviewing, approving and expediting submittals from suppliers and subcontractors to comply with progress of CPM schedule.
- Manages client relations and participate with the development of new business for the company.
- Control invoicing from subcontractors and vendors, including review and approval of schedules of values, pay requisitions and verify compliance of subs with proper insurance coverage.
- Review and monitors QC/QA and safety.
- Supervise and assists in the development of office personnel through mentoring and on-the-job training.
- Effectively manages project close-out tasks and warranty work.

PROJECT EXPERIENCES

- Midtown Miam, Miami Dade County FL - Installation of 26,400 LF of 36" C-900 PVC Pipe, 21,400 LF of 42" HDPE pipe including a new meter station and site work restoration for asphalt, concrete sidewalks, curbing, driveways, installation of new drainage structures, piping valves and appurtenances - $25M

- Marriott at Miami Airport , Miami, FL - Installation of 38,500 LF of 28" HDPE and 9,100 LF of 14" HDPE piping system including 200 LF of 30" DIP pipe and overhead metal bridge, nine (9) Recovery Well Systems connected to 28" header pipe with approx. depth from 70-95 feet. FL - $17.0 M

Ms. Shuvo, with ten years of experience, has prepared calculations and plans for the design of highways and streets, including roadway alignments and profiles, signing and striping, lighting, paving, and grading, preforming quantity calculations, design calculations, and project cost estimating, researched standards and specifications and has worked with City, County, State, and Federal manuals utilizing applied software to perform engineering analysis and prepare reports. She also has lighting, sign design and drainage design experience using AGI32, Guide Sign, AutoTurn Analysis and ICPR. Ms. Shuvo has working experience with OpenRoads Designer, MicroStation, AutoCAD, Microsoft Office, HCM 2000, and CORSIM (Version 6.0).

EDUCATION

Master of Science in Civil Engineering, Florida International University (FIU), Florida, 2008

Bachelor of Science in Civil Engineering, Bangladesh University of Engineering & Technology, (BUET), Bangladesh, 2004

REGISTRATION

Professional Engineer #92997, FL

CERTIFICATIONS/TRAINING

Certified, Advanced Work Zone Traffic Control, 2021

Training, FDOT, Specifications Package Preparation, 2016

PROJECT EXPERIENCE

I-95 and Spanish River Boulevard Interchange, Palm Beach County – FDOT District 4

Engineer Intern responsible for assisting in the design for the drainage modifications of Segments 4 and 5. This task was part of the on-going design build project at the I-95 Spanish River Blvd Interchange in Boca Raton, FL. This project included the construction a new two-level interchange, modification of the existing Yamato Road and I-95 interchange, addition of auxiliary lanes from Glades Road to Congress Avenue on I-95 and cross street improvements of Spanish River Blvd. and Yamato Road. This two-level interchange includes coordination with FAA, Boca Airport, City of Boca Raton, and Florida Atlantic University (FAU). This improvement will provide connectivity between FAU, Tri-Rail and I-95 and alleviate daily congestion as well as accommodate traffic generated during events held at the FAU stadium.

Boynton Beach Various Locations, Palm Beach County – FDOT District 4

Project Engineer for this is a federally funded, MPO driven, off-system project to improve mobility along Boynton Beach Blvd. This project has two main corridors with various segments. The first segment runs along Boynton Beach Blvd, the existing travel lanes width will be reduced to provide an 11' and 10' travel lane in each direction with sharrows and an 11' and 15' shared use path. This segment also includes decorative lighting along the corridor. The second segment runs along NE 3rd St, Boynton Beach Blvd, and Ocean Ave providing sharrows. The main items included in the scope are, the accommodation of bicyclists.

City of Oakland Park Lakeside Sidewalks – Various Locations, Broward County – FDOT District 4

Project Engineer for this mobility project consisting of pedestrian improvements for the Lakeside neighborhood. Improvements include filling sidewalk gaps, drainage improvements, and signing and pavement markings.

SR 615/S 25th St from N of Edwards Rd to N of Virginia Ave, St. Lucie County – FDOT District 4

Project Engineer for this RRR project consisting of milling and resurfacing of the existing pavement to extend the service life of the corridor, as well as general highway safety enhancements. The project also includes lighting retrofit at the three signalized intersections and the addition reflectorized backplates.

SR 809/Military Trail from Dyer Blvd to N of Flag Dr, Palm Beach County – FDOT District 4

Project Engineer for this RRR project consisting of milling and

B7. Drug Free Workplace Certification

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER's Signature

MD SHAHINUR RAHMAN, CEO (SAFA CONSTRUCTION, LLC)

(Print or Type Name)

B8. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF BROWARD

_____being first duly sworn, deposes and says that:

1. Bidder MD SHAHINUR RHMAN is OWNER the OF SAFA CONSTRUCTION, LLC,
(Owner, Partner, Officer, Representative or Agent)

2. Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest.

_____
BIDDER's Signature

MD SHAHINUR RAHMAN
(Print or Type Name)

Sworn to (or affirmed) and subscribed before me via □ physical presence OR □ online notarizations this July day of 02, 20 25.

By MD SHAHINUR RAHMAN

Personally known ✓ OR produced identification _____

Type of identification produced:_____.

Reiaz Khan
Signature of Notary Public, State of Florida

REIAZ KHAN
Notary Public - State of Florida
Commission # HH 170136
My Comm. Expires Nov 20, 2025
Bonded through National Notary Assn.

B9. Trench Safety Act Compliance

TRENCH SAFETY ACT COMPLIANCE

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

(This is basically canal restoration project, no trench back shoring required for this project. Soil slope should be establish by standard soil slope.)

Method of Compliance	Cost

Bidder acknowledges that this cost is included in the applicable items of the Bid Form and in the Grand Total Bid Price. Failure to complete the above and sign below may result in the bid being declared non-responsive.

The Bidder is, and the City are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the City are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

BIDDERS Signature

MD Shahinur Rahman

(Print or Type Name)

B10. Warranties

WARRANTIES

In consideration of, and to induce the Award of **THE City of Lauderdale Lakes, Florida,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City of Lauderdale Lakes, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the Request or Proposal for Bids, instructions to contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, Instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Lauderdale Lakes, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of Two Million ($2,000,000.00) Dollars for property damage and Two Million ($2,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied

to the City of Lauderdale Lakes should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Lauderdale Lakes, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that the City of Lauderdale Lakes, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this day of July 02, 2025.

(SEAL)

SAFA CONSTRUCTION, LLC CORPORATE SEAL FLORIDA

Contractor:

BIDDER's Signature

MD SHAHINUR RAHMAN

(Print or Type Name)

ATTEST:

Secretary

B11. E-Verify Affirmation Statement

CITY OF LAUDERDALE LAKES

E-VERIFY AFFIRMATION STATEMENT

ITB/Bid/Contract No: ITB 25-6310-11B

Project Description: Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project-Canal 5

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both Prime Contractors and subcontractors. It is the responsibility of the Prime Contractor to verify compliance with subcontractors.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that 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.

SAFA CONSTRUCTION, LLC

CONTRACTOR/PROPOSER/BIDDER Company Name

Authorized Company Signature

07/02/2025

Date

MD SHAHINUR RAHMAN

Authorized Company Printed Name

CEO

Title

B12. Prof of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alberto Corona	
Insurance by Rob 4801 Johnson Road #13-14 Coconut Creek FL 33073	PHONE (A/C, No, Ext): (954) 331-4468	FAX (A/C, No):
	E-MAIL ADDRESS: service@InsuranceByRob.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : SECURITY NATL INS CO	19879
INSURED SAFA CONSTRUCTION, LLC 11186 SW 17th Mnr Davie FL 33324	INSURER B : INFINITY ASSUR INS CO	39497
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			RN-7-0511149	05/06/2025	05/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			50015963501	10/20/2024	10/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF LAUDERDALE LAKES
4300 NW 36TH ST
LAUDERDALE LAKES, FL 33319

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Felipe Rueda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME: FrankCrum Certificate Department PHONE: (727) 799-1229 FAX: E-MAIL ADDRESS:	
	INSURERS(S) AFFORDING COVERAGE	**NAIC#**
	INSURER A: **Frank Winston Crum Insurance Company**	**11600**
INSURED FrankCrum L/C/F SAFA Construction, LLC 100 South Missouri Avenue Clearwater, FL 33756	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1421272 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	$
	CLAIMS MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS-COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202500000	01/01/2025	01/01/2026	X PER STATUE / OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 04/01/2024, coverage is for 100% of the employees of FrankCrum leased to SAFA Construction, LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER	**CANCELLATION**
City of Lauderdale Lakes 4300 NW 36th St Lauderdale Lakes, FL 33319	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE**

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B13. License

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAHMAN, MD SHAHINUR

SAFA CONSTRUCTION, LLC
11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: CGC1531601

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/21/2024

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAHMAN, MD SHAHINUR

11186 SW 17T MNR
DAVIE FL 33324

LICENSE NUMBER: PE80669

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHUVO, DILNAHAR HOSSAIN

11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: PE92997

EXPIRATION DATE: FEBRUARY 28, 2025

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4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL 954.535.2700 / FAX 954.535.1892
www.lauderdalelakes.org

CONSTRUCTION CONTRACT
#25-6310-11B, LAUDERDALE LAKES STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT (Canal 5) Project

THIS AGREEMENT is made and entered into as of this 29th day of August, 2025, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and SAFA CONSTRUCTION, LLC (CONTRACTOR) whose FEIN Number is 01-0632027, (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. ITB25-6310-11B for Water Quality Improvements and Canal Bank Restoration/Stabilization (Canal 5), which closed on August 15, 2025; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement - The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 Change Order - A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 CITY - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 **Contractor** – The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 Contract Documents - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 Drawings - The drawings which show the character and scope of the Work to be performed and

which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

(1) This Agreement.
(2) Construction performance bond.
(3) Construction payment bond.
(4) Insurance certificate(s) per ITB requirements.
(5) Notice of Award and Notice to Proceed.
(6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
(7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB25-6310-11B dated August 11, 2025 (Exhibit 2).
(8) Schedule of Prices.
(9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Specific direction from the City Commission (or designee).
b. This Agreement dated August 29, 2025.
c. Exhibit 1. Invitation to Bid 25-6310-11B
d. Exhibit 2. Bid submitted August 11, 2025
e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to One Million Four Hundred Twenty Three Thousand Five Hundred Eighty Five and No/100 ($1,423,585.00) Dollars. Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/ or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such

Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

6.13.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents including fencing, parking lots and grounds.

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:
CONTRACTOR shall provide CITY, its consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.
CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, undue, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the

preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of $10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and

assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent

with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate 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 five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its

subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:
$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

8.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects,

attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

9.6 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages.

for each day beyond the substantial completion time and five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these 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 Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery

appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:
The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, 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 making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

(a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
(b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

(1) Faulty or defective work and latent defects discovered after acceptance.
(2) Failure of the work to comply with the requirements of the contract documents.
(3) Terms of special warranties required by those contract documents.
(4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant

to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuance to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Project Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2735
Email: syedz@lauderdalelakes.org

Copy to: Financial Services
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor:
SAFA CONSTRUCTIONLLC.
11186 SW 17th MNR
Davie, FL 33324
Attn: MD Shahinur Rahman
Tel: 954-326-8295
Email: md.rahman@safaconstruction.net

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of $1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to $1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of $1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this

Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2023.

SAFA CONSTRUCTIONLLC.

Corporate Seal

_____ _____

Witness Authorized Name, Title

As to the CITY on the _____ day of _____, 2023.

SEAL OF THE CITY OF LAUDERDALE LAKES

_____ _____

Venice Howard, City Clerk Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

_____

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

DRAFT

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-122 AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES FOR PUBLIC TRANSPORTATION/COMMUNITY BUS SERVICES

Summary

This resolution approves the extension of the Interlocal Agreement between Broward County and City of Lauderdale Lakes for Public Transportation/Community Bus Services. The term of this extended agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2027.

Staff Recommendation

Background:

Staff recommends approval of the resolution authorizing the City Manager to excite the extension of the City/County Interlocal Agreement for Public Transportation/Community Bus Services.

The City of Lauderdale Lake entered into a Public Transportation/Community Interlocal Agreement with Broward County to operate the Lauderdale Lakes Community Bus Services. The agreement includes the leasing of wheelchair-accessible passenger vehicles for regular route service for a three-year term, with the option for three additional one-year extensions upon written approval from both the County's and City's Contract Administrators. The Original Agreement was amended on or around February 22, 2021, October 29, 2021, and November 5, 2024 (collectively, the "Agreement"). The Parties desire to enter into this Amendment to extend the term of the Agreement through September 30, 2027, and to add Juneteenth as an observed holiday on which service does not operate.

The minimum ridership level for the Public Transportation/Community Bus Interlocal Agreement is 7.1 passengers per revenue hour. The Community Bus currently operates two weekday routes: one East/West route and one North/South route, as well as two Saturday routes. The total annual operating funding for the Public Transportation/Community Bus Service from Broward County is approximately $325,541.20, which is paid 100% by Broward County.

Staff recommends that the City Commission authorize the City Manager to execute the Fourth Amendment with Broward County.

Funding Source:

Broward County

Fiscal Impact:

Sponsor Name/Department: Ericka Lockett - Parks and Human Services Director

Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-122 Authorizing the Fourth Amendment to the ILA for Community Shuttle	Resolution
🗋	Exhibit C - Amendment Agreement	Exhibit
🗋	Third Amendment	Exhibit
🗋	Community Shuttle	Backup Material
🗋	Second Amendment	Exhibit
🗋	Community Bus Agreement Extention	Agreements

🗋	Interlocal Agreement	Agreements
🗋	Agreement with Broward County	Agreements

RESOLUTION 2025-122

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THAT CERTAIN FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES FOR COMMUNITY SHUTTLE SERVICE; A COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT C**; A COPY OF WHICH MAY INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 26, 2019, the City of Lauderdale Lakes ("City") and Broward County ("County") entered into an Interlocal Agreement to provide Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City ("Agreement"), which Agreement is attached hereto as **Exhibit A;**

WHEREAS, the Parties have previously amended the Agreement on February 22, 2021, October 29, 2021, and November 5, 2024, respectively, each such amendment is attached hereto as **Composite Exhibit B**.

WHEREAS, Agreement includes the leasing of wheelchair-accessible passenger vehicles for regular route service for a three-year term, with the option for three additional one-year extensions upon written approval from both the County's and City's Contract Administrators;

WHEREAS, the City's Community Bus currently operates two weekday routes, one East/West route and one North/South route, as well as two Saturday routes;

WHEREAS, the City and the County request the execution of this Fourth Amendment, attached hereto as **Exhibit C**, for the specific purpose of adding Juneteenth as an observed holiday on which service does not operate, as well as to extend the Agreement for a two-year term beginning on October 1, 2025, and ending on September 30, 2027;

WHEREAS, the total annual operating funding for the Community Shuttle Service from the County for the extended term of the Agreement is approximately Three Hundred Twenty-Five Thousand Five Hundred Forty-One and 20/100 Dollars ($325,541.20), which amount is paid fully by the County;

WHEREAS, City Staff reports that there is no fiscal impact to the City inasmuch as funding for the services provided under the Agreement is paid fully by the County, and therefore request the approval of this Resolution authorizing the Acting City Manager to execute the Fourth Amendment, attached hereto as **Exhibit C**; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby authorizes and directs the Acting City Manager to execute that certain Fourth Amendment to Interlocal Agreement Between Broward County and the City of Lauderdale Lakes for Community Shuttle Service, attached hereto as **Exhibit A**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Fourth Amendment with one (1) copy to be directed to Broward County; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Ericka Lockett, Parks and Human Services Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERDALE LAKES FOR COMMUNITY SHUTTLE SERVICE

This Fourth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Lauderdale Lakes, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement, dated September 26, 2019 (the "Original Agreement"), to provide Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of City. The Original Agreement was amended on or around February 22, 2021, October 29, 2021, and November 5, 2024 (collectively, the "Agreement").

B. The Parties desire to enter into this Amendment to extend the term of the Agreement through September 30, 2027, and to add Juneteenth as an observed holiday on which service does not operate.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. The Agreement is hereby extended and will remain in effect through September 30, 2027.

3. Exhibit A of the Agreement is amended to add Juneteenth (or the day observed as Juneteenth) to the list of holidays on which the Lauderdale Lakes East/West, and North/South Routes do not operate.

4. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

5. In the event of any conflict or ambiguity between this Amendment, any prior amendments, and the Agreement, the Parties agree that the terms of the most recent amendment shall control. The Agreement, as amended by successive amendments including this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as so amended. Accordingly, the Parties

agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

7. City acknowledges that through the date this Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.

8. The effective date of this Amendment shall be the date of complete execution by the Parties.

9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

10. Each individual executing this Amendment on behalf of a Party represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board Item 38 on June 10, 2025; and City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2025

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

By: _____
McKillop Erlandson (Date)
Assistant County Attorney

By: _____
Douglas Gonzales (Date)
Senior Assistant County Attorney

MBE
2025-Commuter Extension-Lauderdale Lakes.docx
7/23/2025
#1179662v1

FOURTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF LAUDERDALE LAKES
FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF LAUDERDALE LAKES

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 2025

Approved as to form:

By: _____

_____
Print Name and Title

THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERDALE LAKES FOR COMMUNITY SHUTTLE SERVICE

This is the Third Amendment (this "Amendment") to the Agreement between Broward County, a political subdivision of the State of Florida (the "County"), and the City of Lauderdale Lakes, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

A. The Parties entered into an Interlocal Agreement dated September 26, 2019, as amended February 22, 2021, and October 12, 2021 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Parties desire to enter this Amendment to extend the term of the Agreement.

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

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.

2. Section 5.1 of the Agreement is amended as follows (deletions shown by strikethrough text and additions shown by bold and underlined text):

The term of this Agreement shall begin on the date it is fully executed by the parties and shall end on ~~September 30, 2022~~ **September 30, 2025**. ~~The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term~~. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3. This Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Amendment or the Agreement that is not contained in this written document or the Agreement.

4. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

5. Each individual executing this Amendment on behalf of a party hereto hereby represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August 2019, and June 4, 2024, and the City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

5th day of November, 2024

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

By McKillop Erlandson Digitally signed by McKillop Erlandson Date: 2024.10.28 10:13:00 -04'00'
McKillop B Erlandson (Date)
Assistant County Attorney

By Benjamin Salzillo Digitally signed by Benjamin Salzillo Date: 2024.10.28 11:31:03 -04'00'
Benjamin R. Salzillo (Date)
Senior Assistant County Attorney

THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERDALE LAKES FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF LAUDERDALE LAKES

By: _____

Name: Treasa Brown-Stubbs
Title: City Manager

15 day of October, 2024

Approved as to form:

By: _____

Name: Sidney Calloway
Title: City Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERDALE LAKES FOR COMMUNITY SHUTTLE SERVICE

This Interlocal Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Lauderdale Lakes, a municipal corporation organized and existing under the laws of the state of Florida ("City") (County and City are collectively referred to as the "Parties").

RECITALS

A. Public transportation services provided by County need to be supplemented to serve a greater number of people traveling within City.

B. Public transportation resources are limited and must be used in the most efficient manner.

C. The Parties acknowledge that additional public transportation is needed for residents of City and those persons traveling within City to supplement existing mass transit service provided by County.

D. The Parties desire to provide an alternative form of public transit service to the residents of City and those persons traveling within City that does not duplicate existing mass transit service provided by County.

E. City has expressed an interest in providing alternate transportation by utilizing vehicles provided by County to provide Community Shuttle Service.

F. County desires to engage City to provide Community Shuttle Service under an agreement containing mutually satisfactory terms and conditions.

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

ARTICLE 1. DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** means Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

1.2 **BCT** means the Broward County Transit Division.

1.3 **Board** means the Board of County Commissioners of Broward County, Florida.

1.4 **Community Shuttle Service** means the public transportation service described herein, including Emergency Transportation Service, provided hereunder by City through the use of its employees or a Subcontractor.

1.5 **Contract Administrator** means the Director of the County's Transportation Department, or Deputy Director of the Transportation Department, or such other person designated by same in writing.

1.6 **Emergency Transportation Service** means the transportation service scheduled at the direction of County during periods of adverse weather or other emergency conditions as determined by County including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.7 **Revenue Service Hour** means the time when any Vehicle is available to the general public and there is an expectation of carrying Community Shuttle passengers. Revenue Service Hour includes layover/recovery time but excludes deadhead (travel time from the yard to start of the route and from the end of the route to the yard) and maintenance testing.

1.8 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

1.9 **Vehicle(s)** means the wheelchair accessible, passenger Vehicle(s), as described in Exhibit D.

ARTICLE 2. SCOPE

CITY'S OBLIGATIONS

2.1 ROUTES. City shall provide Community Shuttle Service for a minimum of twenty-four (24) hours per week to each of the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit A. Community Shuttle Service shall connect with County bus routes and other Community Shuttle Routes as set forth on Exhibit A. Community Shuttle Service shall not duplicate existing County bus service and must have connectivity to BCT fixed route bus service and to at least one (1) other City Community Shuttle route.

2.2 USE OF SUBCONTRACTOR. Community Shuttle Service may be performed by City through the use of its employees, or City may enter into a contract with a third party to perform the Community Shuttle Service. In the event City contracts with a third party, City shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with each and every term, condition, duty, and obligation imposed on City by this Agreement.

2.3 ADA. City shall at all times ensure that Community Shuttle Service is provided in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. City acknowledges and agrees that it shall not deviate from or make changes to the Routes established in Exhibit A, including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of the Contract Administrator. City further acknowledges and agrees that funding under this Agreement is as set forth in Article 6, and County shall not compensate City for any deviations or changes from the Routes established in Exhibit A.

2.4.1 Change requests should be made in writing, on City letterhead, addressed to the Community Transit Officer (CTO). The requests should include at a minimum:

(1) Nature of change requested;

(2) Reason for change including supporting documentation such as letters from the community; and

(3) Any available details and/or preliminary research or work done to support the change.

2.4.2 Change requests will be considered by County as outlined in Section 2.24 of this Agreement. The Contract Administrator will notify City, in writing, whether the request is approved.

2.5 FARES. If City and County determine a fare to be appropriate, City may institute such fare, subject to the conditions outlined herein, provided the fare shall not exceed County's fixed-route base one-way fare.

2.5.1 City's fare policies shall comply with 49 U.S.C. Section 5307(c)(1)(D), commonly referred to as the "half fare" requirement, and shall ensure that, during non-peak hours, a fare that is not more than fifty percent (50%) of the peak hour fare will be charged to any of the following:

(1) A senior – an individual who is 65 years of age or older;

(2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability, cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) An individual presenting a Medicare card issued to that individual under Title II or XVIII of the Social Security Act, 42 U.S.C. Sections 401 et seq. and 1395 et seq.

2.5.2 City shall:

(1) Provide a formal written notice to the Contract Administrator at least sixty (60) calendar days prior to the implementation date of the proposed fare or fare change;

(2) Hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.6 below; and

(3) Not implement the proposed fare or fare change prior to receiving County's written approval.

2.6 PUBLIC HEARING REQUIREMENTS. City, in compliance with the provisions of 49 U.S.C. Section 5307, shall hold a public hearing before its governing body as follows:

(1) Prior to the implementation of or change in fares;

(2) Prior to any change in service affecting twenty-five percent (25%) or more of the route miles, when calculated on total route miles or on daily revenue miles. A public hearing is required if either measure is above twenty-five percent (25%);

(3) Prior to establishing a new Community Shuttle Service route;

(4) Prior to discontinuing any Community Shuttle route in its entirety; and

(5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

2.6.1 At least one (1) Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

(1) A description of the contemplated service or fare change, as appropriate;

(2) The date, time, and accessible location of the hearing;

(3) The location and addressee to whom written comments may be sent; and

(4) Criteria for requesting available accommodations and alternative formats.

2.6.2 If service changes are necessitated by road closures or road construction/repair, or interruptions due to hurricane or other natural disaster, the Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. City shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number that can be used to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.3 City shall provide County with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307 within seven (7) calendar days after the public hearing.

2.7 BUS STOPS. It shall be City's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Shuttle Service (a bus stop).

2.7.1 Service. City shall ensure that all proposed bus stops are ADA compliant before revenue service starts. If a proposed bus stop is found to be non-ADA compliant it will not be used until it is made ADA compliant. If a proposed bus stop cannot be made ADA compliant due to cost, geography, right-of-way, etc., it will not be used.

(1) County will review bus stops prior to start of service for ADA compliance. If County determines a bus stop to be ADA non-compliant, it will be removed and not used until City makes stop ADA compliant.

(2) "Flag Stops," nondesignated bus stop locations at which a Vehicle stops on signal to allow passengers to board or alight a vehicle, are not acceptable and will not be used to support Community Shuttle Service.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months after the commencement of Community Shuttle Service, City shall maintain a minimum average of 7.1 Passengers per Revenue Service Hour (PPRH) per route operated by City. City shall monitor trends relating to any reductions in PPRH and shall promptly notify County of possible conditions or remedies that are needed to address the reductions in passengers. It is understood and agreed between County and City that

City's failure to maintain a minimum average of 7.1 PPRH per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling County to terminate this Agreement and shall entitle County to pursue any and all other remedies provided under this Agreement and any remedies available to County at law or in equity. City shall return any and all funds paid in advance to City for services that were not performed prior to the date specified in any written notice of termination. City shall return the funds no later than thirty (30) calendar days after receipt by City of the notice of termination.

2.8.1 County reserves the right to adjust the minimum required PPRH per route. County will provide twelve (12) months' advance written notice to City of any new required minimum average PPRH per route. If City fails to meet the 7.1 PPRH on a twelve (12) month rolling basis as a result of road closures, road construction/repair, or interruptions due to hurricane or other natural disasters, County may suspend the ridership criteria for up to twelve (12) months.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Shuttle Service as set forth in Exhibit A, City, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by County. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and, at County's discretion, County may require City to authorize the use of any Vehicle(s) leased to City herein by County or any other City that has an agreement with County for Community Shuttle Service. City shall not be entitled to any compensation for the use of any Vehicle(s) that is(are) utilized by another City as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.9.1 In the event of an emergency or natural disaster, City is required to call the CTO to advise of City's operations plan regarding actions to be implemented pre-event, during the event, and post-event. Should the need arise for use of assigned Vehicles, the CTO will coordinate with City and provide further instructions.

2.10 EMERGENCY RESPONSE PLAN (ERP). City shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine or other restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators, and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to County thirty (30) days after the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. City shall allow any on-board surveys and/or inspections as may be requested by County.

2.12 PUBLIC TRANSIT PROVIDER. City, as a contracted public transit provider, shall comply with the provisions of Florida law relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, Florida Administrative Code, titled "Equipment and Operational Safety Standards for Bus Transit Systems," as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

2.13.1 City shall be solely responsible for the operation of any Vehicle(s) in accordance with all federal, state, and local regulations which shall include, but not be limited to, the discharge of pollutants while operating, cleaning, fueling, and maintaining the Vehicle(s). City shall utilize every practicable safeguard to minimize the discharge of pollutants. City shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminants resulting from the Community Shuttle Service provided hereunder.

2.13.2 City shall be solely responsible to provide sufficient personnel, training, labor, and materials necessary to provide a high quality Community Shuttle Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Shuttle Service required herein throughout the term of this Agreement.

2.13.3 City shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

2.13.4 City shall be responsible to maintain Community Shuttle Service as described in Exhibit A. Should there be a service disruption on any route, City shall have forty-five (45) minutes to restore normal service levels. If City fails to restore normal services levels as required, County will reduce the next applicable invoice to reflect the missed service.

2.13.5 City shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all Vehicle operators are properly licensed for the service which they are providing. City shall ensure that all Vehicle operators meet all requirements for performing Community Shuttle Service under federal, state, and local law, which shall include, but not be limited to, the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to City. City must provide County with a minimum of fourteen (14) calendar days advance written notice when City needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.

a. If approved in writing by County, City or Subcontractor may be eligible to provide its own operator training. Upon an operator's successful completion of the approved operator training, City shall provide a certificate of completion to County and a copy of which shall be kept in employee files by City and City's Subcontractor, as applicable.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional training for the employees operating Vehicles. The Contract Administrator will provide at least fourteen (14) calendar days' notice of the required training. County will reimburse City for compensation paid to bus operators for participating in the required training.

2.13.8 City shall:

a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.

b. Comply with all Community Shuttle Service operations, and equipment and maintenance requirements established by BCT.

c. Comply with performance and safety standards required by Florida law and Chapter 14-90.

d. Hire, train, and supervise Vehicle operators. County shall schedule and conduct the Vehicle operators' mandatory training unless City has an approved training program.

e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.

f. Supervise Community Shuttle Service operations.

g. Provide a means of direct communication between supervisors and Vehicle operators.

h. Comply with and make appropriate personnel available for County's monitoring and audits.

i. Attend and participate in quarterly Community Shuttle Service partner meetings with County staff. If City utilizes a Subcontractor to provide Community Shuttle Service, a representative from City and a representative from Subcontractor shall attend the meetings.

j. Implement the operating methods, procedures, protocols, and policies that County directs as integral to the efficient and effective operation of County's public transportation system.

k. Respond to the Contract Administrator's requests for information in a timely manner.

l. Submit annual data to the National Transit Database (NTD) as required Section 2.18 herein titled "Reporting and Recordkeeping Requirements."

m. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and incidents.

n. Provide City's written procedure for reporting accidents and incidents to the Contract Administrator for approval prior to the start of Community Shuttle Service.

2.14 SUSPENSION OF OPERATIONS. When performance is made impossible, City may request verbal or written approval from County to suspend operations. After prior approval from County, City may suspend all or a portion of Community Shuttle Service as to which such approval has been obtained. If County gives verbal approval based upon the circumstances, the verbal approval shall be memorialized by County in writing within five (5) business days after the verbal approval.

2.15 VEHICLE OPERATORS. City shall obtain driving records from the Florida Department of Highway Safety and Motor Vehicles and shall obtain criminal background checks from the Florida Department of Law Enforcement for all Vehicle operators. Such records may also be obtained from other sources approved by the Contract Administrator. City shall require its Vehicle operators performing the services hereunder to notify City within twenty-four (24) hours after any conviction for any traffic violation (except parking). City shall not employ a Vehicle operator to perform Community Shuttle Service that does not meet the requirements of Florida law.

2.15.1 All employees operating a Vehicle must have a valid Commercial Driver's License, Class A or Class B with a passenger endorsement, for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement). A Class C Commercial Driver's license will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain airbrakes.

2.15.2 City shall not employ or retain any Vehicle operators or supervisors whose driving record, as compiled by the Florida Department of Highway Safety and Motor Vehicles, contains a conviction or plea of nolo

contendere regardless of whether adjudication was withheld, for any of the following:

a. More than one (1) moving violation in the last three (3) years*.

b. An at-fault accident in the last three (3) years*.

c. Failure to Appear or a Failure to Pay in the last three (3) years*.

d. Reckless Driving in the last seven (7) years*.

e. Driving Under the Influence (DUI) within the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.

f. Suspension within the last three (3) years*. One suspension for PIP permitted.

g. Manslaughter resulting from the operation of a motor vehicle.

h. Hit and Run or Hit and Run with Property Damage.

i. Reckless Driving causing injury.

j. DUI causing injury.

k. Any combination of driving violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.3 City shall provide current copies of the following records of all employees that operate the Vehicle(s) to County's Safety Manager or the Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

a. Driving Record;

b. Background Verification Record;

c. Criminal Background information; and

d. INS Employment Eligibility Form I-9

2.15.4 City shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verifications required in Section 2.15.3 above and the employee's vehicle operator's license number and expiration date. In addition, City shall maintain, at all times,

a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. City shall provide the Contract Administrator with each employee's name and driver's license number when the operator is hired and prior to the operator participating in any required Vehicle operator training.

2.15.5 City shall ensure that all Vehicle operators and supervisors performing Community Shuttle Services comply with the following:

a. Immediately prohibit any employee, who fails to meet the requirements necessary to operate a Vehicle under this Agreement, from operating any Vehicle(s) to provide the Community Shuttle Service.

b. Only allow Vehicle(s) to be operated by properly licensed operators.

c. Provide full utilization (ADA accessible) Vehicle(s) to disabled passengers.

d. Carry a valid Florida Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida on their person while operating a Vehicle.

e. Immediately report any and all convictions of in-state or out-of-state moving violations and/or any loss of driving privileges due to suspension or revocation of the employee's driver's license.

f. Prohibit the use of any personal wireless communications devices while occupying the operator's seat of the Vehicle or while in the operating area of the Vehicle.

g. Prohibit reckless and unsafe driving, illegal parking, illegal stopping, or the commission of any other traffic violation while operating any Vehicle.

h. Provide County bus route timetables (schedules), maps, or other available BCT transit system information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. City shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

a. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. Section 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.

b. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

c. The United States Department of Transportation (DOT), Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. City agrees to participate in County's drug and alcohol testing program, or establish and implement, subject to County review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, City agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Shuttle Service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, to inspect City's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.

2.17.1 City agrees to comply with the provisions established in the Drug Free Workplace Act of 1988 and the Omnibus Transportation Act of 1991.

2.17.2 City agrees to certify compliance with current Federal Transit Administration (FTA) regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, prior to the commencement of services under this Agreement and annually thereafter. A model format for certifying compliance is attached as Exhibit B.

2.17.3 City agrees to prepare, maintain, and submit annual Drug & Alcohol Management Information System (DAMIS) reports summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the BCT Drug and Alcohol Program Manager by a date determined by the

Contract Administrator, but no later than February 15th of each year. Additionally, City shall provide quarterly reports to the BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit the BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. City shall maintain complete and accurate records of all Community Shuttle Services provided pursuant to this Agreement. City shall supply reports in compliance with the schedule and requirements set forth in Exhibit C and in any other format requested by County.

2.18.1 City is responsible for reporting data on a yearly basis through the NTD by January 31 of each year for the previous fiscal year data. Information should be compiled and reported at City's expense with guidance from City's NTD analyst and County as needed.

2.19 ANNOUNCEMENTS. If the Vehicle is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the Vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. If the PA system is not available or is inoperable, the Vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

a. Transfer points with other fixed routes;

b. Major intersections and destination points;

c. Intervals/points of interest along a route to orient an individual with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and

d. Any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 City shall comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 City shall comply with the provisions of 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). City shall at all times, while providing the Community Shuttle Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. City shall comply with the following:

a. City, as a contracted public transit provider, shall comply with all applicable requirements of Chapter 14-90 of the Florida Administrative Code ("Chapter 14-90").

b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.

c. Permit inspections, and safety and security review by County and the state of Florida.

d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than biannually on all Vehicles operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.

e. All accidents shall be reported immediately to law enforcement.

f. Report to CTO all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the CTO.

g. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and driver's and passenger's side mirrors and rearview mirrors are in good working order.

h. Advertising, if allowed by County on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. Signs that encourage, advertise for, or otherwise solicit driver tips are strictly prohibited.

i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

j. The interior of the Vehicle(s) shall be clean, sanitary, and free from torn or damaged upholstery or floor coverings, or damaged or broken seats.

k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

l. Vehicle(s) shall be structurally sound and operate with minimum noise, vibration, and visible exhaust fumes.

m. The body, fenders, door trim, and grill of the Vehicle(s) shall be free from cracks, breaks, and dents, and the Vehicle shall be painted.

n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

COUNTY'S OBLIGATIONS

2.23 DRIVER TRAINING. County shall provide operators hired by City or its Subcontractors who have a valid Florida commercial driver license with training in passenger relations, rules of the road, and transit system information. All Florida commercial driver licensed operators shall be required to attend and successfully complete County's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida commercial driver licensed operators employed at any time during the term of this Agreement.

2.23.1 City shall have the option of submitting its own training program to County's Director of Operations for vetting and approval. Upon approval, City shall be authorized to provide the necessary training for operators. The Contract Administrator shall be provided certificates for successful completion of training upon availability.

2.23.2 Vehicle operators shall be retrained every two (2) years during the term of this Agreement (refresher training) and County will reimburse City for compensations paid to bus operators for attending required training.

2.24 SERVICE PLANNING AND SCHEDULING ASSISTANCE. County shall provide service planning and scheduling assistance. All requests by City for assistance with the planning and scheduling of Community Shuttle Service routes must be submitted in writing by City and implementation shall coincide with the schedule established by County. A memorandum will be provided by County at the beginning of each fiscal year outlining the deadlines and effective dates for service changes. The memorandum may be updated on a quarterly basis as necessary and provided to City and its Subcontractor.

2.25 TIMETABLES. County shall print and provide bus route timetables to City that inform City residents and passengers of the Community Shuttle Service.

ARTICLE 3. VEHICLES

3.1 LEASE. County will lease to City Liquid Petroleum Gas (LPG) or Propane fueled wheelchair accessible, passenger Vehicle(s), as described in Exhibit D, to be used in

Community Shuttle Service as set forth in Exhibit A. Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to City for Ten Dollars ($10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by City, City at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by City.

3.2 REIMBURSEMENT. Should City choose to purchase a non-LPG/Propane bus or Vehicle to provide Community Shuttle Service, County will reimburse City on a per-Vehicle basis up to County's current purchase price of a Propane bus minus the propane conversion or similar type Vehicle (from the state contract).

3.3 USE. Vehicle(s) shall be provided by County to City at least forty-eight (48) hours prior to the commencement of Community Shuttle Service and shall be used exclusively to perform the Community Shuttle Services and Emergency Transportation Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, City shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. City shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). City shall use only the Vehicle(s) identified in Exhibit D to provide Community Shuttle Service.

3.4 REPLACEMENT. County reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of County. City's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement. Should City choose to use a replacement Vehicle, a request must be made in advance to the Contract Administrator and approval will be in the form of a written amendment executed by the parties.

3.5 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.6 SPARE VEHICLE(S). County will provide to City a ten percent (10%) spare ratio of Vehicles. County may also provide a twenty percent (20%) spare ratio of Vehicles based on the age of the Vehicle. City's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.7 INSPECTIONS. County shall have the right to inspect, or cause to be inspected, the Vehicle(s). County may inspect the Vehicle(s) at any time, provided that such inspections shall not be scheduled in a manner that would have a detrimental impact on City's ability to perform Community Shuttle Service. Chapter 14-90 inspections are to be conducted twice per year at a minimum: once at the beginning of the calendar year and again halfway through the calendar year. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall provide written notification to the

City regarding the repairs required to be performed on the Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by County to be unacceptable to provide service will be removed from service by City and all deficiencies corrected immediately. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At County's request, City shall take the Vehicle(s) to a location designated by the Contract Administrator for inspection.

3.8 PRE-TRIP AND POST-TRIP INSPECTIONS. City shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit E. City shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Shuttle Service. City shall maintain onsite a written record of inspections of all Vehicles, which record shall be available to the Contract Administrator or his/her designee upon request.

3.9 INSPECTION AND MAINTENANCE RECORDS. City shall maintain a record of periodic inspections of all Vehicles, which records shall be available to the Contract Administrator for a minimum of four (4) years. City shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle throughout the term of this Agreement. City shall maintain onsite a written record of inspections and maintenance of all Vehicles; which records shall be available to the Contract Administrator or his/her designee. Inspection and repair records should include invoices that show labor and parts costs and a proper description of work done.

3.9.1 City shall upload within the time periods established in Exhibit C all maintenance and related documentation performed on each revenue service Vehicle in AssetWorks, or any subsequent maintenance tracking program as may be established therein. Should no maintenance be performed on any given revenue service Vehicle within the established time period, mileage for each Vehicle should be updated at the time of upload. Maintenance is including, but not limited to:

a. Preventative maintenance;

b. Repair work orders; and

c. Annual/biannual inspections.

3.10 MAINTENANCE AND REPAIR. City shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. City shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

3.10.1 Any Vehicle that becomes inoperable must be repaired and back in Community Shuttle Service within ten (10) business days of becoming inoperable. If a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or due to the nature of the repair, City shall notify the Contract Administrator in writing and include the reason for the delay. City must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Shuttle Service for more than ten (10) business days.

3.10.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). City shall maintain the Vehicle(s) in compliance with BCT's and the manufacturer's standards for preventive maintenance. City shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Community Shuttle Service.

3.10.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by City. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. City shall receive written approval from the Contract Administrator before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Five Hundred Dollars ($2,500.00).

3.10.4 City shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.

3.10.5 City shall maintain any Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Shuttle Service in a manner so that any Vehicle(s) will accrue relatively equal mileage at any one time.

3.11 SIGNAGE AND ADVERTISING. All Vehicles shall display their assigned bus number in a minimum of four (4) inch numbers in the following locations:

a. Above or beside the passenger entrance door(s);

b. On the exterior rear of the Vehicle;

c. On the exterior front of the Vehicle; and

d. On the interior of the Vehicle above the front windshield.

3.11.1 Vehicle(s) route identification information must contrast in color with the background color to which they are affixed.

3.11.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA compliant route identification sign shall be displayed on the curb side of Vehicle(s) at all times.

3.11.3 City shall maintain all interior signs placed by County.

3.11.4 City shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of the Contract Administrator. If advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time.

3.11.5 City shall ensure that Vehicles conspicuously display all branding, logos, taglines, or other messaging directed by County.

3.12 DAILY CLEANING. City shall ensure that each Vehicle is clean prior to beginning Community Shuttle Service each day as follows:

a. Exterior washed;

b. Interior windows cleaned;

c. Non-carpeted floors are mopped with clean water and appropriate cleaning solution;

d. Non-upholstered seats are wiped down with clean water and appropriate cleaning solution;

e. Upholstered seats are vacuumed;

f. Pest control;

g. All handrails are wiped down with clean water and appropriate cleaning solution; and

h. Dispose of all refuse, newspapers, and other recyclable material remaining on board the Vehicle. Items remaining on the Vehicle that belong to customers shall be maintained and made available consistent with City's Lost and Found Policy which policy shall comply with Florida law. City's Lost and Found Policy must be approved by the Contract Administrator;

3.13 TITLE. Title to County-owned Vehicle(s) shall remain in County at all times, and City shall have no right, title to, or interest in the Vehicle(s) except the possessory rights expressly set forth in this Agreement. Any act of City purporting to create any claim, lien, or encumbrance shall be void. City shall keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at its expense, protect and defend County's title to the Vehicle(s) and shall protect and defend County's right of possession against all others. City shall return the Vehicle(s) to County free of any liens, claims, or encumbrances resulting from City's use of the Vehicle(s). City shall notify persons

furnishing repairs, supplies, towage, and other necessities to Vehicle(s) that City has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of any kind.

3.14 REGISTRATION. The registration of County-owned Vehicle(s) will be processed by County and the costs of such registrations will be paid by County.

3.15 INSTALLATION OF EQUIPMENT. County reserves the right to install equipment (hardware or software) determined necessary by County, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", automatic passenger counters ("APC Equipment"), and wireless fidelity (Wi-Fi Equipment) in Vehicle(s). This may be done at a County or City facility. City agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from County. If County installs any equipment in the Vehicle(s), Exhibit D shall be updated in an amendment that includes the equipment installed in the Vehicle(s).

3.15.1 Cost: The cost of AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment, and installation of and training on the equipment shall be at County's expense. County shall be responsible for securing and paying for any recurring wireless (cellular), data, and voice service deemed necessary by County.

3.15.2 Delivery and Installation: County shall provide City with no less than ten (10) calendar days' prior written notice of the date the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment will be installed in Vehicle(s) and City shall make the Vehicle(s) available on the date established by County. County will install, or cause to be installed, the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at a site to be determined by County. At the time of installation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment into Vehicle(s), County shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment installed in each Vehicle and equipment installed at any City facility. City shall acknowledge receipt of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment in writing. City agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.15.3 Operations, Maintenance, and Repair: County shall provide City with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment if the inquiries or trouble reports are submitted, in writing, by City to the designated representative of County. Upon receiving such

inquiries or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of City's description of the problem or arrange for assistance from a maintenance service representative.

3.15.4 County shall pay for routine maintenance, provided, however, that City shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by County if maintenance is required by reason of:

a. Use of the AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment or any component thereof in other than the manner for which it was installed;

b. Damage to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City, its employees, agents, or third parties;

c. Modification of the installed AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City which was not authorized by County; or

d. Maintenance performed by City without County's authorization.

3.15.5 Risk of Loss: After installation in the Vehicle(s), City shall bear the entire risk of loss or damage to and shall be required to replace the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment with County-approved AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment.

3.15.6 Restrictions: The following restrictions shall apply to City's use of the AVL/MDC Equipment:

a. City shall keep the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment free and clear of all claims, liens, and encumbrances. Any act of City purporting to create such a claim, lien, or encumbrance shall be void;

b. City shall not use the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited;

c. City shall not permit any physical alteration of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;

d. City shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;

e. City shall not remove the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment from the Vehicle in which it was originally installed without the prior written consent of County, except in the event of an emergency;

3.15.7 Reservation of Title: County shall retain title to and ownership of the equipment at all times. This Agreement does not provide City with title to or ownership of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment but only a right of limited use for the duration of the Agreement;

3.15.8 Training: County shall provide City's employees with initial training in the operation of AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at no cost to City. County may provide additional training, as deemed necessary by County, to City's personnel at no cost to City; and

3.15.9 City shall ensure that its personnel utilizing the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment have been properly trained in the operation of such equipment.

3.16 DAMAGE TO AND RISK OF LOSS OF VEHICLE(S). City shall bear the entire risk of loss or damage to all Vehicles. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Shuttle Service shall be the sole responsibility of City, and any and all damage shall be repaired at the sole cost and expense of City. City shall provide the Community Shuttle Service or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4. COMPLAINTS

4.1 County shall provide City with signs that include County's Customer Service Center contact information and inform customers that they can contact the center regarding questions, comments, or to request schedule information. City shall display the signs conspicuously on each Vehicle. City shall respond to complaints (excluding Title VI complaints, which will be handled by County as outlined in Article 10 of this Agreement) brought by persons or by County on its own initiative or otherwise. In the event that complaints regarding City's Community Shuttle Service are received by County's Customer Service Center, the Contract Administrator shall forward the complaint to City upon receipt.

4.1.1 Upon receipt of any complaint, from whatever source, City shall conduct the necessary investigation and respond in writing to each complainant. City shall forward the results of such investigation and the complaint resolution to the Contract Administrator within five (5) business days after completion of the investigation or resolution of the complaint, as applicable.

4.2 County shall provide City with County's formally adopted Title VI Notice and Complaint procedures. City shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. City shall display the Title VI Notice conspicuously on each Vehicle. If City receives any Title VI complaints, City shall forward the complaints to the Broward County Transit Division Compliance Manager.

4.3 City shall submit a monthly report to the Contract Administrator summarizing all complaints received during the previous month.

4.4 At the request of County, City shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Shuttle Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by City as directed by the Contract Administrator.

ARTICLE 5. TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Shuttle Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 6. FUNDING

6.1 The County agrees to pay City's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by City at the established O&M rate of forty-four dollars ($44.00) for Total Vehicle Hours. Funding shall be used by City solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 City shall submit invoices for Funding, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted via an official invoice from City as set forth in Exhibit G and pursuant to instructions prescribed by the Contract Administrator.

6.2.2 County reserves the right to withhold any/all payments resulting from a breach or non-compliance with this Agreement. Payments will be made

once the breach has been cured or compliance verified. County will make payments in an amount determined by the County based on the nature of the breach or non-compliance.

6.2.3 City shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.

6.2.4 County shall pay City, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by, or which can be reasonably inferred from, the provisions of this Agreement. City shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.

6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.

6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by City when service will not be provided.

6.2.7 Following the termination of this Agreement for any reason, City shall return to County any Funding paid in advance to City for any Total Vehicle Hours that were not actually performed by City. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by City prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. City shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty (30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

6.4 Payment shall be made to City at:

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl 33319

ARTICLE 7. INSURANCE

7.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

7.4 In the event City contracts with a Subcontractor to provide any of the Services set forth herein, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

7.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 8. TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than one hundred eighty (180) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or

unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

8.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

8.2.1 City's failure to suitably perform the Community Shuttle Service, failure to continuously perform the Community Shuttle Service in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

8.2.2 City's failure to maintain a minimum average of 7.1 Passengers Per Revenue Service Hour per Route during any rolling twelve (12) month period; or

8.2.3 If City's Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if City's Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if City's Subcontractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

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

8.4 If this Agreement is terminated for convenience by County, City shall be paid for any Community Shuttle Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by City, for County's right to terminate this Agreement for convenience.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. EEO COMPLIANCE

9.1 No party to this Agreement may 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 Agreement.

9.2 This Agreement is assisted by United States Department of Transportation ("DOT") funds. City and its Subcontractors shall comply with the non-discrimination requirements in 49 C.F.R. Part 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

9.3 City shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, City shall take affirmative steps to prevent discrimination in employment against disabled persons.

9.4 By execution of this Agreement, City represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from City all monies paid by County pursuant to this Agreement and may result in debarment from County's competitive procurement activities.

ARTICLE 10. TITLE VI

10.1 By execution of this Agreement, City, as a subrecipient of FTA funding, shall ensure that Community Shuttle Service and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. ("Title VI") and 49 C.F.R. part 21. City shall provide information to the public regarding the Title VI Complaint Procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. City shall permit County to monitor City for Title VI compliance in accordance with the Title VI Program and shall take all actions that may be required to maintain compliance with Title VI. An updated and Board-approved Title VI Program must be submitted to County upon expiration.

10.2 Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal funding, City, without regard to race, color, or national origin, shall operate and plan for transit services so that: transit services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision making processes are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary. This Title VI Program for City, a subrecipient of County, was prepared in accordance with the requirements specified in the FTA, Circular 4702.1B, "Title VI

Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012.

10.3 TITLE VI NOTICE AND COMPLAINT PROCEDURES. All subrecipients use County's adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger Vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as follows:

> *NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT*
> *Any person or group who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954) 357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, Florida 33324.*

10.4 TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS. City has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with County procedures.

10.5 PUBLIC PARTICIPATION AND LANGUAGE ASSISTANCE PLANS. City shall, in the absence of its own plans, use County's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

10.6 PLANNING OR ADVISORY BOARDS. City does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B, Chapter III, Sec. 10. If such entities are created, City will provide County with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

10.7 MONITORING SUBRECIPIENTS. City is monitored by its primary recipient, County. The monitoring process outlined by County includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Shuttle Service meetings.

10.8 FACILITY EQUITY ANALYSIS. City does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B, Chapter III, Sec. 13. If plans are created, City will collaborate with County to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

10.9 SERVICE STANDARDS. City, in agreement with County, will use service standards outlined in City's Title VI Plan for Community Shuttle Service. City will collaborate with County to monitor service standards as necessary under FTA Circular 4702.1B.

ARTICLE 11. MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and documents created by City in connection with performing Community Shuttle Service under this Agreement shall be owned by County and shall be deemed works for hire by City and its agents; in the event the Community Shuttle Service is determined not to be a work for hire, City hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to City may be withheld until all documents are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.2 PUBLIC RECORDS. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

11.2.1 Keep and maintain public records required by County to perform the services under this Agreement;

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

11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

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

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records

requests. City will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that City contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, City must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by City as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by City. City shall indemnify and defend County 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 the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8385 OR (954) 357-9721, WDELTORO@BROWARD.ORG OR TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

11.3 AUDIT RIGHTS, AND RETENTION OF RECORDS. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Subcontractors shall make same available in written form at no cost to City.

11.3.1 City and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

11.3.2 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

11.3.3 City shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.4 PUBLIC ENTITY CRIME ACT. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City 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 City has been placed on the convicted vendor list.

11.5 INDEPENDENT CONTRACTOR. City is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Community Shuttle Service under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 SOVEREIGN IMMUNITY. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or City nor shall anything included herein be construed as consent by County or City to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.7 THIRD-PARTY BENEFICIARIES. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 NOTICES. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section

unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Chris Walton, Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324
cwalton@broward.org

FOR CITY:

Mr. Phil Alleyne, City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33313
phila@lauderdalelakes.org

11.9 ASSIGNMENT. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

11.10 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.11 COMPLIANCE WITH LAWS. City and the Community Shuttle Service must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.12 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 INTERPRETATION. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, 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.

11.15 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City.

11.18 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19 PAYABLE INTEREST

11.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other

purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

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

11.20 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The following exhibits are attached hereto and incorporated into and made a part of this Agreement:

Exhibit A	Service Schedules, Routes & Maps
Exhibit B	Drug Free Workplace Certification
Exhibit C	Schedule of Reports
Exhibit D	Vehicle & Equipment Inventory
Exhibit E	Pre-Trip & Post-Trip Inspection Form
Exhibit F	Funding
Exhibit G	Invoice

11.21 REPRESENTATION OF AUTHORITY. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

11.22 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019 and CITY OF Lauderdale Lakes, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

By _____

Print Name: TAMARA BRANNON

By _____

Print Name: SUSAN SEFEKIAN

BROWARD COUNTY, by and through its County Administrator

By _____
Bertha Henry, County Administrator

26th day of September, 2019

COUNTY COMMISSIONERS CREATED OCT 1st 1915 BROWARD COUNTY FLORIDA

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____ 9/24/19
Angela J. Wallace (Date)
Deputy County Attorney

AJW:hb
Community Shuttle Form.Standard.doc
08/07/19
19-114.02

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND Lauderdale Lakes FOR COMMUNITY SHUTTLE SERVICE

CITY

ATTEST:

Venice Howard
City Clerk

(CORPORATE SEAL)

BROWARD COUNTY, FLORIDA * SEAL OF CITY OF LAUDERDALE LAKES * INCORPORATED 1961

CITY OF

By: _____
City Manager

10th day of September, 2019.

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A
Service Schedules, Routes & Maps

Information

For more information about the Lauderdale Lakes Community Bus Service routes and connections call:

954.535.2804
Monday through Friday
8:00 am - 5:00 pm

Statewide TTY/Voice Relay Service
(Voice) 1.800.955.8770
(TTY) 1.800.955.8771
Visit the City of Lauderdale Lakes web site at:
www.lauderdalelakes.org

For more information about BCT routes, fares and connections call:

BCT Rider Info 954.357.8400
Hearing-speech impaired/TTY
954.357.8302

BROWARD COUNTY Transit

Visit Broward County Transit's web site at:
www.Broward.org/BCT

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.

BROWARD COUNTY FLORIDA

BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
An equal opportunity employer and provider of services.

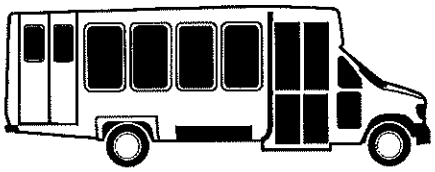
3,500 copies of this public document were promulgated at a cost of $414.00, or $0.18 per copy, to inform the public about community bus service between Broward County Transit and the City of Lauderdale Lakes. 4/18

LAUDERDALE LAKES East/West Community Bus Service

BCT Route 720

CITY OF LAUDERDALE LAKES, FLORIDA

Community Bus Service Routes and Timetables



Effective March 2015

CITY OF LAUDERDALE LAKES

East/West

Community Bus Service

The City of Lauderdale Lakes and Broward County Transit (BCT) have partnered to provide the Lauderdale Lakes East/West Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Lauderdale Lakes East/West Route include: Lauderdale Lakes City Complex, Oakland Estates Community, Florida Medical Center, Hawaiian Gardens, Inverrary Falls Publix, Oakland Park Blvd and US 441 (Walmart) and surrounding neighborhood.

Connections are available to BCT Routes 19, US 441 Breeze, 56, 72, 81, Lauderhill 1, 5, 2, 3, 4 and the Lauderdale Lakes North/South Community Bus.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle Racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Lauderdale Lakes Community Bus Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday through Friday
9:00 am - 5:53 pm

The Lauderdale Lakes East/West Route operates approximately every 70 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Lauderdale Lakes East/West Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

The Lauderdale Lakes East/West Route does not operate on the following holidays:

New Year's Day • Martin Luther King, Jr.
President's Day • Memorial Day
Independence Day • Veteran's Day
Thanksgiving Day and the day after Thanksgiving
Christmas Day

BIKE RACKS

Bike Racks are available on the Lauderdale Lakes East/West Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- **Move quickly to the curb.**

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

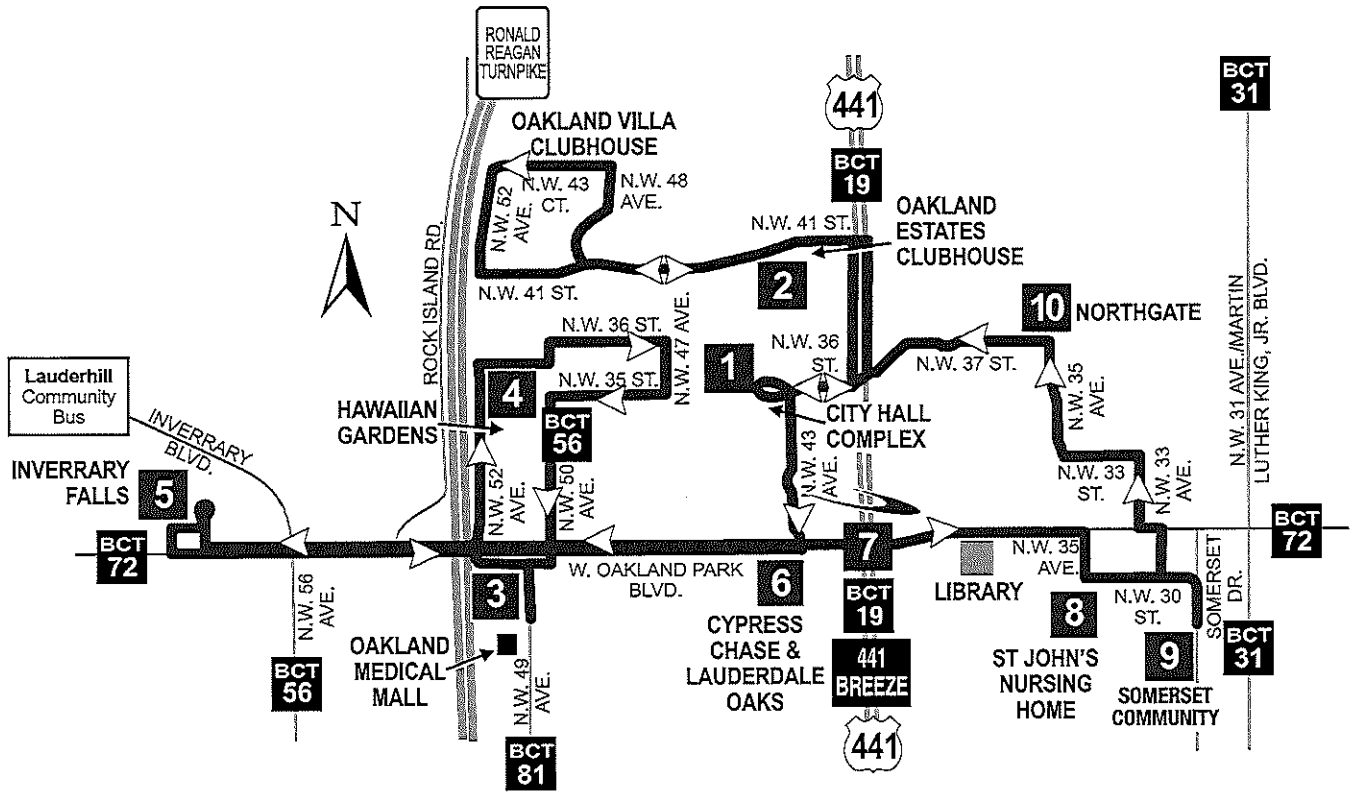
Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

Weekday service

LAUDERDALE LAKES CITY HALL	OAKLAND ESTATES CLUBHOUSE	LAUDERDALE LAKES CITY HALL	OAKLAND PARK BLVD & 49 AVE	HAWAIIAN GARDENS	INVERRARY FALLS PUBLIX LAUDERHILL	CYPRESS CHASE & LAUDERDALE OAKS	OAKLAND PARK BLVD & US 441	ST JOHNS NURSING HOME	SOMERSET COMMUNITY	NORTHGATE NW 35 AVE & NW 37 ST	LAUDERDALE LAKES CITY HALL
1	2	1	3	4	5	6	7	8	9	10	1
9:00a	9:06a	9:11a	9:17a	9:24a	9:30a	9:39a	9:44a	9:50a	9:57a	10:01a	10:06a
10:10a	10:16a	10:21a	10:27a	10:34a	10:40a	10:49a	10:54a	11:00a	11:07a	11:11a	11:16a
11:20a	11:26a	11:31a	11:37a	11:44a	11:50a	11:59a	**12:04p**	**12:10p**	**12:17p**	**12:21p**	**12:26p**
12:30p	**12:36p**	**12:41p**	**12:47p**	**12:54p**	**1:00p**	**1:09p**	**1:14p**	**1:20p**	**1:27p**	**1:31p**	**1:36p**
1:40p	**1:46p**	**1:51p**	**1:57p**	**2:04p**	**2:10p**	**2:19p**	**2:24p**	**2:30p**	**2:37p**	**2:41p**	**2:46p**
2:49p	**2:55p**	**3:00p**	**3:06p**	**3:13p**	**3:19p**	**3:28p**	**3:33p**	**3:39p**	**3:46p**	**3:50p**	**3:55p**
3:55p	**4:01p**	**4:06p**	**4:12p**	**4:19p**	**4:25p**	**4:34p**	**4:39p**	**4:45p**	**4:52p**	**4:56p**	**5:01p**
5:01p	**5:06p**	**5:10p**	**5:16p**	**5:22p**	**5:27p**	**5:34p**	**5:39p**	**5:44p**	**5:50p**	**5:53p**	

Numbers on the timetable refer to the timepoints on the map.
Time points do not represent all the bus stops on the route.
Bold times indicate PM hours.

City of Lauderdale Lakes
Community Bus Service
East/West Route



Information

For more information about the Lauderdale Lakes Community Bus Service routes and connections call:

954.535.2804
Monday through Friday
8:00 am - 5:00 pm

Statewide TTY/Voice Relay Service
(Voice) 1.800.955.8770
(TTY) 1.800.955.8771
Visit the City of Lauderdale Lakes web site at:
www.lauderdalelakes.org

For more information about BCT routes, fares and connections call:

BCT Rider Info 954.357.8400
Hearing-speech impaired/TTY
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BROWARD COUNTY Transit

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BROWARD COUNTY FLORIDA

BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
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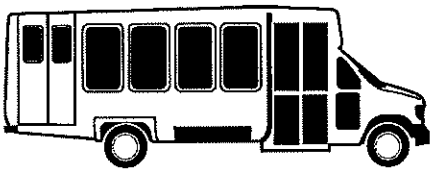
LAUDERDALE LAKES North/South Community Bus Service

BCT Route 719

CITY OF LAUDERDALE LAKES, FLORIDA

Community Bus Service Routes and Timetables



Effective March 2015

CITY OF LAUDERDALE LAKES
North/South
Community Bus Service

The City of Lauderdale Lakes and Broward County Transit (BCT) have partnered to provide the Lauderdale Lakes North/South Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Lauderdale Lakes North/South Route include: Lauderdale Lakes City Complex, Lauderdale Lakes Mall, Walmart, Lauderhill Mall, Willie Webb Park, East Gate Community, Sunshine Plaza, Oriole Estates and surrounding neighborhoods.

Connections are available to BCT Routes 18, 19 and 441 Breeze, 36, 40, 55, 72, 81, Lauderhill 1, 5, 6, 7 and the Lauderdale Lakes East/West Community Bus.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle Racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Lauderdale Lakes Community Bus Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION
Monday through Friday
9:00 am - 5:55 pm

The Lauderdale Lakes North/South Route operates approximately every 80 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Lauderdale Lakes North/South Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

The Lauderdale Lakes North/South Route does not operate on the following holidays:

New Year's Day • Martin Luther King, Jr.
President's Day • Memorial Day
Independence Day • Veteran's Day
Thanksgiving Day and the day after Thanksgiving
Christmas Day

BIKE RACKS

Bike Racks are available on the Lauderdale Lakes North/South Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- **Move quickly to the curb.**

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

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Weekday service

LAUDERDALE LAKES CITY HALL	LAUDERDALE LAKES MALL	OAKLAND PARK BLVD & SR 7 WALMART	LAUDERHILL MALL	SR 7 & NW 24 ST EASTGATE	LAUDERDALE MARKETPLACE	REEF PLAZA SR7 & OAKLAND PARK BLVD	SR 7 & NW 41 ST	NW 40 ST & NW 31 AVE	SUNSHINE PLAZA	LAUDERDALE LAKES CITY HALL
1	2	3	4	5	6	7	8	9	10	1
9:00a	9:04a	9:12a	9:24a	9:32a	9:38a	9:43a	9:49a	9:55a	10:06a	10:15a
10:20a	10:24a	10:32a	10:44a	10:52a	10:58a	11:03a	11:09a	11:15a	11:26a	11:35a
11:40a	11:44a	11:52a	**12:04p**	**12:12p**	**12:18p**	**12:23p**	**12:29p**	**12:35p**	**12:46p**	**12:55p**
1:00p	**1:04p**	**1:12p**	**1:24p**	**1:32p**	**1:38p**	**1:43p**	**1:49p**	**1:55p**	**2:06p**	**2:15p**
2:20p	**2:24p**	**2:32p**	**2:44p**	**2:52p**	**2:58p**	**3:03p**	**3:09p**	**3:15p**	**3:26p**	**3:35p**
3:40p	**3:44p**	**3:52p**	**4:04p**	**4:12p**	**4:18p**	**4:23p**	**4:29p**	**4:35p**	**4:46p**	**4:55p**
4:55p	**4:58p**	**5:06p**	**5:16p**	**5:24p**	**5:30p**	**5:35p**	**5:40p**	**5:45p**	**5:55p**	

Numbers on the timetable refer to the timepoints on the map.
Time points do not represent all the bus stops on the route.
Bold times indicate PM hours.

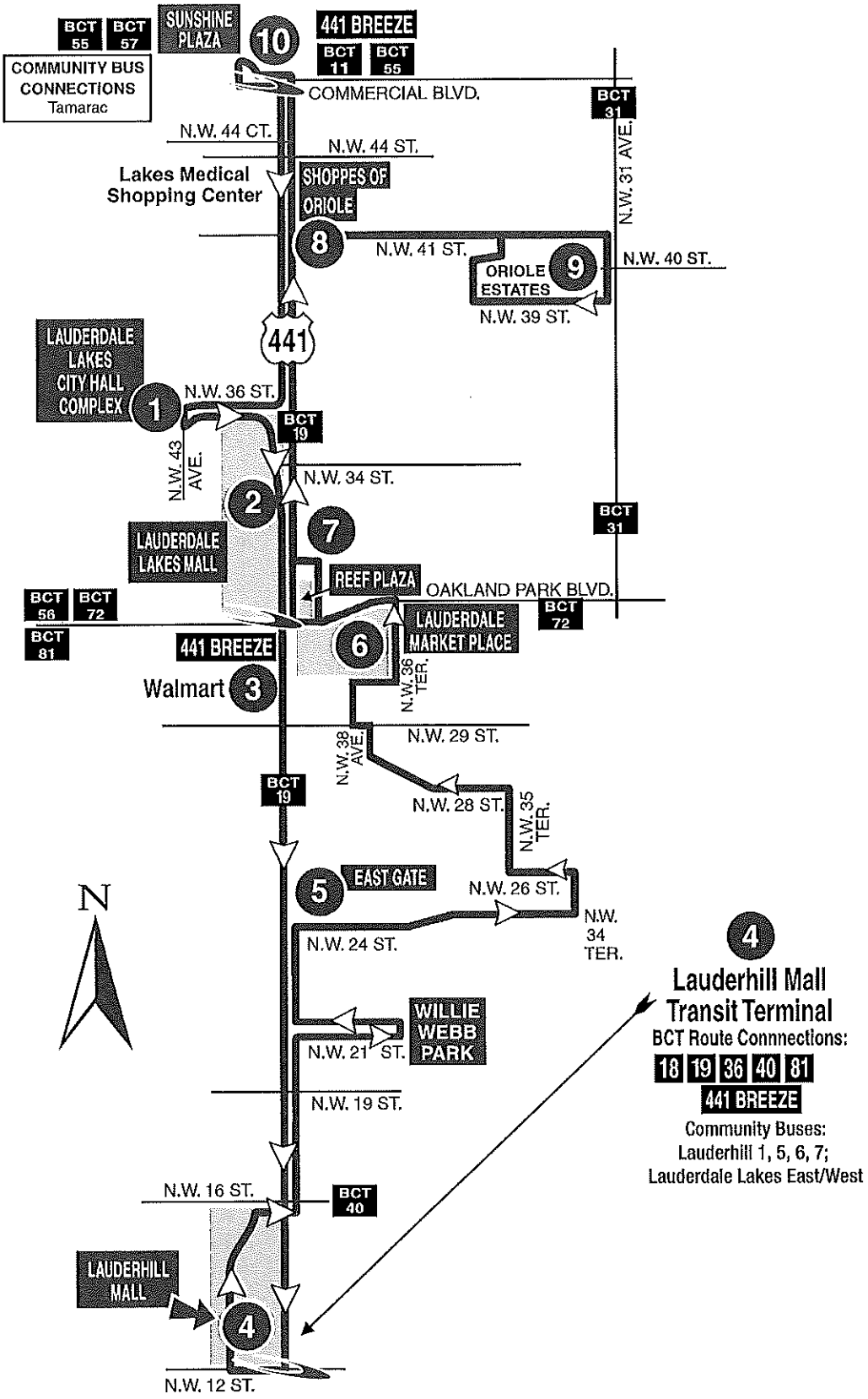

BCT 55
BCT 57
COMMUNITY BUS CONNECTIONS
Tamarac
SUNSHINE PLAZA
10
441 BREEZE
BCT 11
BCT 55
COMMERCIAL BLVD.
BCT 31
N.W. 31 AVE.
N.W. 44 CT.
N.W. 44 ST.
Lakes Medical Shopping Center
SHOPPES OF ORIOLE
8
N.W. 41 ST.
ORIOLE ESTATES
9
N.W. 40 ST.
N.W. 39 ST.
441
LAUDERDALE LAKES CITY HALL COMPLEX
1
N.W. 36 ST.
BCT 19
N.W. 43 AVE.
2
N.W. 34 ST.
7
BCT 31
LAUDERDALE LAKES MALL
REEF PLAZA
OAKLAND PARK BLVD.
BCT 56
BCT 72
BCT 81
441 BREEZE
6
LAUDERDALE MARKET PLACE
BCT 72
Walmart
3
N.W. 36 TER.
N.W. 29 ST.
N.W. 38 AVE.
BCT 19
N.W. 28 ST.
N.W. 35 TER.
5
EAST GATE
N.W. 26 ST.
N.W. 34 TER.
N.W. 24 ST.
N
4
Lauderhill Mall Transit Terminal
BCT Route Connnections:
18 19 36 40 81
441 BREEZE
Community Buses:
Lauderhill 1, 5, 6, 7;
Lauderdale Lakes East/West
WILLIE WEBB PARK
N.W. 21 ST.
N.W. 19 ST.
N.W. 16 ST.
BCT 40
LAUDERHILL MALL
4
N.W. 12 ST.

Exhibit B
Drug Free Workplace Certification

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (I) The dangers of drug abuse in the workplace;
- (ii) The offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (I) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.

(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (I) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

V.P.
(Vendor Signature)

Limousines of South Florida, Inc
(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20th day of September, 2019

by Mark Leuth
(Name of person who's signature is being notarized)

as Vice President (Title) of Limousines of South Florida, Inc (Name of Corporation/Company)

known to me to be the person described herein, or who produced
D/L
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Michael R. Clemente
(Signature)

Michael R. Clemente
(Print Name)

My commission expires: 02-03-2023

MICHAEL R. CLEMENTE
MY COMMISSION EXPIRES
FEBRUARY 3, 2023
#GG 279266
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(05/2014)

Exhibit C
Schedule of Reports

EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over $25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified Inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Annual System Report (NTD)	Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD).	Annually	January 31st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

Notes:

CommunityShuttleReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator. The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.

Additional reports may be added as deemed necessary by the Contract Administrator.

COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.

CITY is responsible for accurate data reporting and documentation.

Exhibit D
Vehicles & Equipment Inventory

EXHIBIT "D"

City of Lauderdale Lakes

Vehicles for Fiscal Year 2020

Vehicle #	Year	Make	Seats	Asset	VIN
M1450	2015	Chevy Eldorado 4500	16/2	316616	1GB6G5BLXF1129168
M1451	2015	Chevy Eldorado 4500	16/2	316617	1GB6G5BL5F1131989

1450

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 1 T# 847247121
B# 1475958

FLORIDA VEHICLE REGISTRATION

PLATE **TE1194** DECAL Expires **NO EXPIRATION**

YR/MK	2015/ELDO	BODY	BU			Reg. Tax	36.30	Class Code	97
VIN	1GB6G5BLXF1129168			TITLE	118288686	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10528	GVW	14200	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	566000531-01					Sales Tax		Credit Months	
Date Issued	3/26/2015	Plate Issued	3/26/2015			Voluntary Fees			
						Grand Total	39.30		

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES PLATE ISSUED X

FLORIDA
TE194
COUNTY

Bus # 1451

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 1 T# 847258921
B# 1475958

FLORIDA VEHICLE REGISTRATION

PLATE **TE1196** DECAL Expires **NO EXPIRATION**

YR/MK	2015/ELDO	BODY	BU			Reg. Tax	36.30	Class Code	97
VIN	1GB6G5BL5F1131989			TITLE	118289827	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10572	GVW	14200	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	566000531-01					Sales Tax		Credit Months	
Date Issued	3/26/2015	Plate Issued	3/26/2015			Voluntary Fees			
						Grand Total	39.30		

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES PLATE ISSUED X

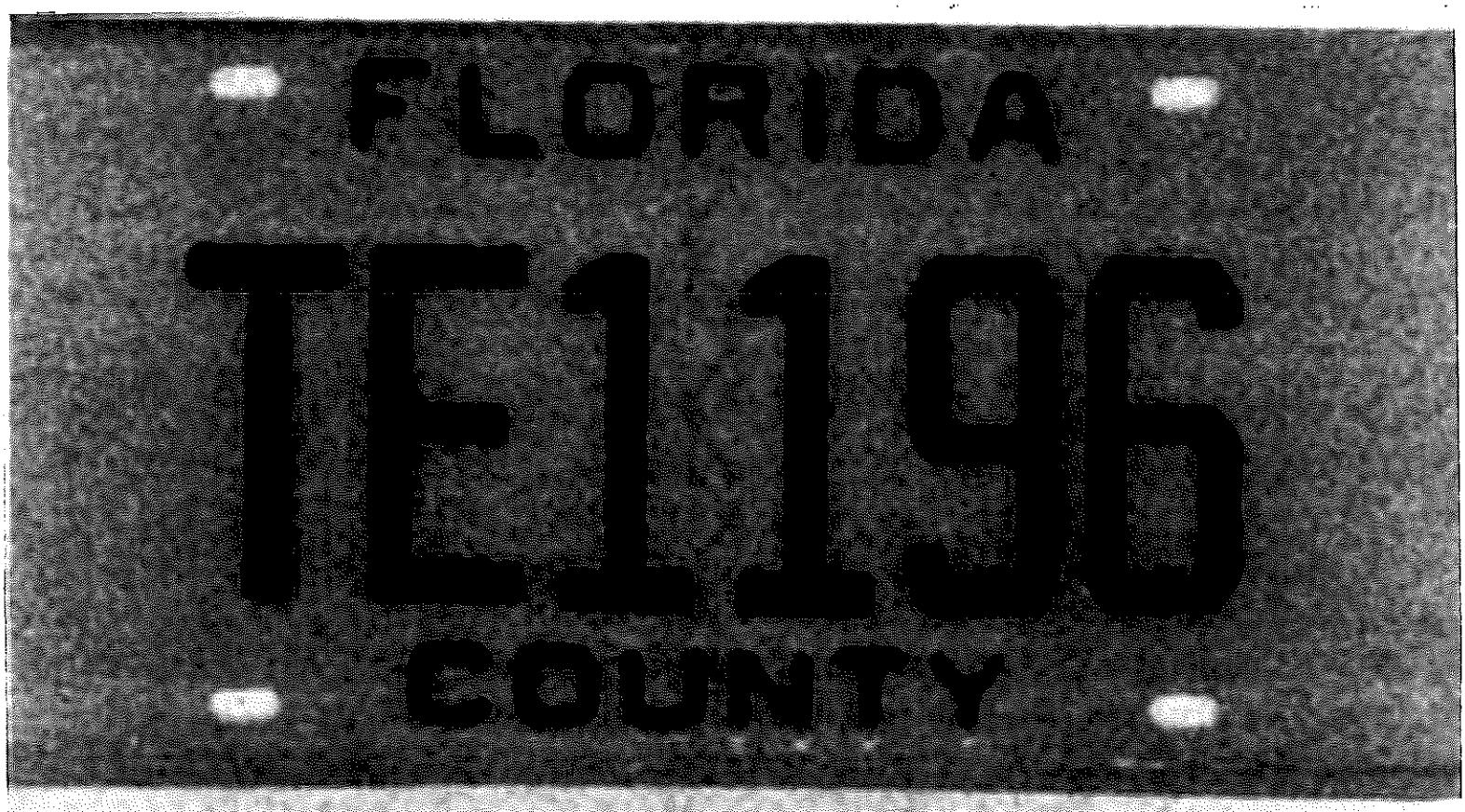

FLORIDA
TE196
COUNTY

Exhibit E
Pre-Trip & Post-Trip Inspection Form

Figure 1: FDOT-Approved Pre-Trip/Post-Trip Inspection Form

The form below can be used to perform pre-trip and post-trip inspections that meet FDOT's minimum requirements. Agencies may use their own customized forms as long as the form contains all of the inspection items listed in Table 1 or in the figure below. Copies of this form are available upon request.

Pre-trip/Post-trip Inspection Form

Agency _____

Unit ID # _____ ☐ Pre-trip Inspection

Date _____ ☐ Post-trip Inspection

Mileage _____

Vehicle Component	OK	Defective	Comment
Headlights			
Tail/Brake lights			
Back up Lights			
Back up Alarm			
Turn Signals			
Clearance Lights			
Windshield Wipers			
Interior Lights			
Interior Gauges and Warning System			
Climate Control			
Mirrors			
Parking brakes			
Service brakes			
Steering			
Horn			
Fire extinguisher			
Emergency Exit Windows and Door			
Passenger Doors			
Overall cleanliness			
Fresh body damage			
Tires and Wheels			
Exhaust System			
If Equipped:			
Interlock System			
Wheelchair lift and ramp			
Belts and Securement Devices			
First Aid Kit			
Flares and Triangles			
Fire Suppression System			

Driver's Name _____

Technician's Name _____

Manager's Name _____

Repair Notes:

V8.25.17

Exhibit F
Funding

EXHIBIT "F"

City of Lauderdale Lakes

Annual Operating Funding for Fiscal Year 2020

Community Bus Service - Route East-West ($44.00/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	East-West	Weekday	9:00a-5:53p	60 min	10.21	252	$44.00	$ 113,208.48
				Operating Fund for Route 1				**$ 113,208.48**

Community Bus Service - Route North-South ($44.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	North-South	Weekday	9:00a-5:55p	30 min	10.25	252	$44.00	$ 113,652.00
				Operating Fund for Route 2				**$ 113,652.00**
				Total Annual Funding				**$ 226,860.48**

Exhibit G
Invoice

CITY LOGO

INVOICE

INVOICE #

DATE

MAILING INFO	**City of Lauderdale Lakes** Street Address City, ST ZIP theemail@somewhere.com	BILL TO	**Broward County - Transit** Contract Grant Administrator 1 N University Drive Suite 3100A Plantation, Fl 33324 CommunityShuttleReports@broward.org

DESCRIPTION	Revenue Service Hours	Deadhead Hours	Total Vehicle Hours	RATE	AMOUNT
Description of Service					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
				SUBTOTAL	$ -
				Deductions/Missed Service	$ -
				TOTAL	$ -

Make all checks payable to:

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERDALE LAKES FOR COMMUNITY SHUTTLE SERVICE

This is the Second Amendment to the Agreement (the "Second Amendment") between Broward County (the "County") and the City of Lauderdale Lakes, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

A. The Parties entered into an Agreement dated September 26, 2019 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. On February 22, 2021, the Parties executed the First Amendment to the Agreement, which modified Exhibits "A" and "F" to service and increase the funding to reflect the rate in the City's agreement with its Subcontractor.

C. The Parties desire to enter this Second Amendment to reflect the vehicles that are being utilized for City's agreement with its Subcontractor.

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

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.

2. Exhibit D is hereby amended as indicated in the attached Exhibit D.

3. The effective date of this Second Amendment shall be the date of complete execution by both Parties. This Second Amendment, together with the Agreement and First Amendment, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment or the Agreement that is not contained in this written document or the Agreement.

4. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

5. Each individual executing this Second Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Second Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and the City of Lauderdale Lakes, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

(Signature)

Ariel Walker

(Print Name of Witness)

(Signature)

TAMARA BRANNON

(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By _____

for Bertha Henry
County Administrator

29th day of October, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____ 10/27/2021
Angela J. Wallace (Date)
Transportation Surtax General Counsel

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

AJW/hb
City of Lauderdale Lakes Community Bus Second Amendment
07/28/2021
#21-114.00

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERDALE LAKES FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF LAUDERDALE LAKES

WITNESSES:

(Signature)

Pat Watson
(Print Name of Witness)

(Signature)

Venice Howard
(Print Name of Witness)

By _____

12th day of October, 2021

Approved as to form:

By _____
City Attorney

BROWARD COUNTY, FLORIDA
SEAL OF CITY OF LAUDERDALE LAKES
INCORPORATED 1961

EXHIBIT "D"

City of Lauderdale Lakes

Vehicles for Fiscal Year ~~2020~~ 2021

Vehicle #	Year	Make	Seats	Asset	VIN
~~M1450~~	~~2015~~	~~Chevy Eldorado 4500~~	~~16/2~~	~~316616~~	~~1GB6G5BLXF1129168~~
~~M1451~~	~~2015~~	~~Chevy Eldorado 4500~~	~~16/2~~	~~316617~~	~~1GB6G5BL5F1131989~~
M2015	2021	Champion Defender	16/2	339615	1FDUF5GN8LEE97638
M2016	2021	Champion Defender	16/2	339616	1FDUF5GN3LEE97630

TRANSIT DIVISION – Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

May 23, 2018

Mr. Phil Alleyne
City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

RE: Interlocal Agreement between Broward County and the City of Lauderdale Lakes for Community Bus Service

Dear Mr. Alleyne,

Pursuant to *Article 5, Term and Time of Performance, Section 5.1*, I am hereby extending the term of the above referenced Interlocal Agreement for an additional one (1) year period from October 1, 2018 through September 30, 2019. Upon acceptance of this one-year extension, please sign below and return this letter to Jacque-Ann Isaacs, Community Transit Officer, at the address listed above.

Should you have any questions, please contact Jacque-Ann Isaacs at (954) 357-7713 or jisaacs@broward.org.

Sincerely,

Barney L. McCoy
Director, Service and Capital Planning

C: Jacque-Ann D. Isaacs, Community Transit Officer, Broward County Transit
Treasa Brown Stubbs, Director, Parks and Human Services, City of Lauderdale Lakes

---

On behalf of the City of Lauderdale Lakes, I hereby accept the one-year term extension of the Interlocal Agreement between Broward County and the City of Lauderdale Lakes for Community Bus Service.

Signature

Mr. Phil Alleyne
Print Name

June 29, 2018
Date

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

TRANSIT DIVISION – Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

July 7, 2017

Phil Alleyne, City Manager
City of Lauderdale Lakes
4300 NW 36 Street.
Lauderdale Lakes, FL 33319

RE: Interlocal Agreement Between Broward County and the City of Lauderdale Lakes for Community Bus Service

Dear Mr. Alleyne,

Pursuant to Article 5, Term and Time of Performance, Section 5.1, I am hereby extending the term of the above referenced Interlocal Agreement for an additional one-year period from October 1, 2017 through September 30, 2018. Upon acceptance of this one-year extension, please sign and return this letter to Irvin Minney, Community Transit Officer to the address listed above.

Should you have any questions, please contact Irvin Minney at 954-357-7713 or email iminney@broward.org.

Sincerely,

Barney L. McCoy, Director
Service and Capital Planning
Broward County Transit Division

CC: Irvin Minney, Community Transit Officer, Broward County Transit Division
Threasa Brown Stubbs, Director of Parks and Human Services

On behalf of the City of Lauderdale Lakes, I hereby accept The One Year Term Extension as referenced above on the Interlocal Agreement Between Broward County and the City of Lauderdale Lakes for Community Bus Service.

Signature

PHIL ALLEYNE

Print Name

07/26/2017

Date

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF LAUDERDALE LAKES

for

COMMUNITY BUS SERVICE

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF LAUDERDALE LAKES

for

COMMUNITY BUS SERVICE

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

and

CITY OF LAUDERDALE LAKES, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner; and

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY to provide Community Bus Service, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

1.2 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.

1.3 **Board** - The Board of County Commissioners of Broward County, Florida.

1.4 **BCT** - The Broward County Transit Division.

1.5 **Community Bus Service** - The public transportation service, including Emergency Transportation Service, provided hereunder by CITY through the use of its employees or by a third party that has entered into a contract with CITY.

1.6 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.

1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.

1.9 **Emergency Transportation Service** – The transportation service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.10 **Revenue Service Hour** – The time when a Vehicle(s) is available to the general public and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing.

1.11 **Vehicle(s)** - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "D."

ARTICLE 2

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY CITY

2.1 ROUTES. Community Bus Service shall be provided a minimum of twenty four (24) hours a week to the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit "A." Community Bus Service shall connect with COUNTY bus routes and other Community Bus Routes as set forth on Exhibit "A." To the extent possible, Community Bus Service shall be coordinated with existing County public transit service. It is the intent of the Parties that the Community Bus Service shall not duplicate existing County bus service.

2.2 USE OF CONTRACTOR. Community Bus Service may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the CITY in this Agreement.

2.3 ADA. CITY shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. CITY acknowledges and agrees that it shall not deviate or make changes to the Routes established in Exhibit "A," including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Article 6, and COUNTY shall not compensate CITY for any deviations or changes from the Routes established in Exhibit "A" without the prior written consent of Contract Administrator.

2.4.1 The Contract Administrator may approve changes to Routes including changes that result in an increase or decrease in Revenue Service Hours; provided, the increase or decrease does not exceed ten percent (10%) of the total annual financial assistance established in Exhibit "F". In the event that the Contract Administrator approves any change to Routes as authorized in this Section, Exhibit "A" shall be updated by the Contract Administrator.

2.5 FARES. If CITY determines a fare to be appropriate, CITY may institute such fare; provided, the fare shall not exceed COUNTY's fixed-route base one-way fare. Additionally, CITY's fare policies shall comply with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the "half fare" requirement. Prior to instituting a fare or changing a current fare CITY shall:

(1) Provide a formal written notice to the Contract Administrator sixty (60) calendar days prior to the implementation date of the proposed fare or fare change; and

(2) CITY shall hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.5 below; and

(3) Receive COUNTY's written approval prior to the implementation of the fare or fare change.

2.6 PUBLIC HEARING REQUIREMENTS. CITY, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:

(1) Prior to the implementation or change in fares.
(2) Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
(3) Prior to establishing a new Community Bus Route.
(4) Prior to discontinuing any Community Bus Route in its entirety.

(5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

(1) A description of the contemplated service or fare change, as appropriate.
(2) The date, time, and accessible location of the hearing.
(3) The location and addressee to whom written comments may be sent.
(4) Criteria for requesting available accommodations and alternative formats.

2.6.1 In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. CITY shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.2 CITY shall provide COUNTY with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307(d)(1)(I) within seven (7) calendar days of the public hearing.

2.7 BUS STOPS. It shall be CITY's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, CITY shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by CITY. CITY shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this

Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within thirty (30) calendar days of receipt by CITY of the notice of termination.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Bus Service as set forth in Exhibit "A," CITY, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other CITY that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another CITY as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.10 EMERGENCY RESPONSE PLAN: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. CITY shall allow any on-board surveys and/or inspections as may be requested by COUNTY.

2.12 PUBLIC TRANSIT PROVIDER. CITY, as a contracted public transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code, as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

2.13.1 CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations. Additionally, CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicle(s). CITY shall utilize every practicable safeguard so as to minimize the discharge of pollutants. CITY shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided hereunder.

2.13.2 CITY shall be solely responsible to provide, during the term of this Agreement, sufficient personnel, training, labor, and materials necessary to provide a high quality Community Bus Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Bus Service required herein throughout the term of this Agreement.

2.13.3 CITY shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

2.13.4 CITY shall be responsible to maintain Community Bus Service as described on Exhibit "A". Should there be a service disruption; CITY shall have 45 minutes to restore normal service levels. If not, COUNTY will reduce the next applicable invoice to reflect the missed service.

2.13.5 CITY shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. CITY shall ensure that all vehicle operators meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the required Operator Training prior to operating any Vehicle(s) to provide the Community Bus Service set forth herein. COUNTY will schedule and provide the training at no cost to the CITY; however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate

in the training. Employees who complete the training will receive a Certification of Completion.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional operators training for the employees operating Vehicle(s). In such case, the Contract Administrator will provide at least fourteen (14) calendar days' notice. The CITY must provide COUNTY with a minimum fourteen (14) calendar days advance written notice if the CITY needs to have additional employees trained through the County's Operators Training program. The CITY is responsible for the payment of any and all salary costs for those employees that participate in the training.

2.13.8 CITY shall at its sole cost and expense:

a. Provide base of operation for Vehicle(s), operators and Community Bus Service.

b. Comply with all Community Bus Services operations, equipment and maintenance requirements established by BCT.

c. Comply with performance and safety standards required by Florida law and Chapter 14-90.

d. Hire, train, and supervise vehicle operators. The vehicle operators' mandatory training shall consist of on-site training as scheduled by Contract Administrator. The COUNTY shall schedule, provide and conduct the on-site training.

e. Provide all necessary personnel with the management, operation and maintenance expertise required to carry out each and every obligation and responsibility necessary to perform the Community Bus Services.

f. Carry out operational supervision.

g. Operators shall be retrained every two years during the term of this Agreement (refresher training) at CITY's sole expense.

h. Provide a means of communication between supervisors and operators.

i. Be available for and comply with COUNTY's monitoring and auditing programs.

j. Attend and participate in quarterly Community Bus Partner meetings with COUNTY staff. In the event that CITY utilizes a third party to provide Community Bus Service, a representative from the CITY and a representative from the third party contractor shall attend the meetings.

k. Work with COUNTY by using appropriate operating methods, procedures and protocols, and implement those policies which COUNTY directs as integral to the efficient and effective operation of COUNTY's public transportation system.

l. Respond to Contract Administrator's requests for information in a timely manner.

m. Submit operating, financial, performance reports, National Transit Database ("NTD") reports within in the time periods established in Exhibit "C."

n. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.

o. Report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within the time periods established in Exhibit "C." Within seventy-two (72) hours prior to the onset of Community Bus Service, CITY shall provide to COUNTY for approval, its written procedure for reporting accidents/incidents to Contract Administrator.

2.14 SUSPENSION OF OPERATIONS: CITY may suspend all or a portion of Community Bus Service when said performance is made impossible upon prior approval of COUNTY. Depending on the nature of the event, CITY shall request verbal or written approval from COUNTY prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.

2.15 VEHICLE OPERATORS. CITY shall obtain driving and criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY shall require its vehicle operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking). CITY shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

All employees operating a Vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

2.15.1 CITY shall not employ or retain any vehicle operators or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

a. No more than one (1) moving violation in the last three (3) years*.

b. An at-fault accident in the last three (3) years*.

c. A Failure to Appear or a Failure to Pay in the last three (3) years*.

d. A Reckless Driving in the last seven (7) years*.

e. A Driving Under the Influence (DUI) with the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.

f. A suspension within the last three (3) years*. One suspension for PIP permitted.

g. A Manslaughter resulting from the operation of a motor vehicle.

h. A Hit and Run or Hit and Run with Property Damage.

i. A Reckless Driving causing injury.

j. A DUI causing injury.

k. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.2 CITY shall provide current copies of the following records of all employees that operate the Vehicle(s) to the BCT Safety Manager, with a copy to Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

Driving Record

Background Verification Record

Criminal Background information

INS Employment Eligibility Form I-9

2.15.3 CITY shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, CITY shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CITY shall provide the Contract Administrator with each employee's name and operator's driver's license numbers within five (5) calendar days prior to the onset of Community Bus Service.

2.15.4 It shall be CITY's responsibility to ensure that all vehicle operators and supervisors performing Community Bus Services comply with the following:

a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CITY shall immediately prohibit the employee from operating a Vehicle(s) to provide the Community Bus Services.

b. Vehicle(s) shall be operated by properly licensed operators. Vehicle operators must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain air-brakes.

c. Provide full utilization of Vehicle(s) to disabled passengers.

d. Carry on their person at all times a valid Florida Driver's License for provision of passenger Services; Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida. All Vehicle operators shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.

e. Shall not operate any personal wireless communications devices while occupying the operator's seat or operating area.

f. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.

g. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. CITY while providing the Community Bus Services shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. CITY agrees to participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, CITY agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

CITY agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with

a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "B."

CITY agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. CITY shall maintain complete and accurate records of all Community Bus Services provided pursuant to the terms of this Agreement. CITY shall supply reports in compliance with the schedule and requirements set forth on Exhibit "C."

2.19 ANNOUNCEMENTS. In the event that the Vehicle(s) is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

a. transfer points with other fixed-routes; and
b. other major intersections and destination points; and
c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 CITY shall comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 CITY shall comply with the provisions of 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). CITY shall at all times, while providing the Community Bus Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. CITY shall comply with the following:

a. CITY, as a contracted public transit provider, shall comply with the all applicable requirements of Chapter 14-90.

b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that complies with the requirements set forth in Rule 14-90. The SSPP and SPP shall be provided to COUNTY prior to providing any Community Bus Service

c. Permit inspections, safety and security review by COUNTY and the state of Florida.

d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.

e. All accidents shall be reported immediately to the police.

f. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

g. Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.

h. All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.

i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

j. The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings, and from damaged or broken seats.

k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

l. Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.

m. The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.

n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

SERVICES TO BE PROVIDED BY COUNTY

2.23 DRIVER TRAINING. COUNTY shall provide Florida Commercial Driver Licensed operators hired by CITY or its sub-contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver Licensed operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver Licensed operators employed at any time during the term of this Agreement.

2.24 SCHEDULING AND ROUTING ASSISTANCE. All requests by CITY for assistance with the planning and scheduling of Community Bus Routes must be submitted in writing by CITY and coincide with the schedule established by COUNTY. A copy of the schedule shall be made available to the CITY upon CITY's request.

2.25 TIMETABLES. COUNTY shall print and provide CITY with bus route timetables to inform CITY residents and passengers of the Community Bus Service.

ARTICLE 3

VEHICLES

3.1 LEASE. COUNTY shall lease to CITY the wheelchair accessible, passenger Vehicle(s), as described on Exhibit "D" to be used in Community Bus Service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to CITY for Ten Dollars ($10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by CITY, CITY at its own cost shall have

the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by CITY.

3.2 USE. Vehicle(s) shall be provided by the COUNTY to CITY at least forty-eight (48) hours prior to the onset of the commencement of Community Bus Service and shall be used exclusively to perform the Community Bus Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, CITY shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. CITY shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). CITY shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service.

3.3 REPLACEMENT. COUNTY reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of COUNTY. Any replacement of Vehicle(s) may be authorized by the Contract Administrator. In the event that a Vehicle(s) is replaced, Exhibit "D" shall be updated by the Contract Administrator. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.4 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.5 SPARE VEHICLE(S). COUNTY, in its sole discretion, acting through it Contract Administrator may provide spare Vehicle(s) for use by the CITY to perform Community Bus Service. In the event that spare Vehicle(s) are leased to the CITY, Exhibit "D" shall be updated by the Contract Administrator to include the spare Vehicle(s). CITY's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.6 INSPECTIONS. COUNTY shall have the right to inspect, or cause to be inspected, the Vehicle(s). COUNTY may inspect the Vehicle(s) at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the CITY's ability to perform Community Bus Service. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify CITY as to required repairs to Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by COUNTY to be unacceptable to provide service will be removed from service by CITY and all deficiencies corrected immediately. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At

COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

3.7 PRE-TRIP AND POST-TRIP INSPECTIONS. CITY shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit "E". CITY shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Bus Service. CITY shall maintain a written record of all Vehicle(s) inspections on site, which record shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.8 INSPECTION AND MAINTENANCE RECORDS. CITY shall maintain a record of all Vehicle(s) periodic inspections which records shall be available to the Contract Administrator. CITY shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records shall be maintained by the CITY during the term of this Agreement. CITY shall maintain a written record of all Vehicle(s) inspections and maintenance on site, which records shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.9 MAINTENANCE AND REPAIR. CITY shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. CITY shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

3.9.1 Any Vehicle(s) that becomes inoperable must be repaired and back in Community Bus Service within ten (10) business days. In the event that a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, CITY shall notify Contract Administrator in writing, and include the reason for the delay. CITY must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Bus Service for more than ten (10) business days.

3.9.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). CITY shall maintain the Vehicles in compliance with BCT's and manufacturer's standards for preventive maintenance. CITY shall develop a preventive maintenance schedule, which shall be approved by COUNTY prior to initiating Community Bus Service.

3.9.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by CITY at CITY's sole cost and expense. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed Two Thousand Dollars ($2,000.00).

3.9.4 CITY shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.

3.9.5 CITY shall maintain all Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Bus Service in a manner so that all Vehicle(s) will accrue relatively equal mileage at any one time.

3.10 SIGNAGE AND ADVERTISING. All Vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

Above or beside the passenger entrance door(s)

On the exterior rear of the vehicle

On the exterior front of the vehicle

On the interior of the vehicle above the front windshield

3.10.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.

3.10.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA-compliant Route identification sign shall be displayed on the curb side of Vehicle(s) at all times.

3.10.3 CITY shall maintain all interior signs placed by COUNTY.

3.10.4 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

3.10.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

3.11 DAILY CLEANING. CITY shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:

Exterior Wash

Interior windows cleaned

Mopping of non-carpeted floors with clean water and appropriate cleaning solution

Wiping down of non-upholstered seats with clean water and appropriate cleaning solution

Vacuuming of upholstered seats

Pest control

Wiping down of all hand rails with clean water and appropriate cleaning solution

Refuse, newspapers and other recyclable material remaining on board shall become the property of the CITY. However, items found that are the belongings of customers shall be maintained and made available consistent with CITY's Lost and Found Policy which policy shall comply with Florida law. CITY's Lost and Found Policy must be approved by the Contract Administrator.

3.12 TITLE. Title to the Vehicle(s) shall remain in COUNTY at all times, and the CITY shall have no right, title or interest in the Buses except the possessory rights expressly set forth in this Agreement. Any act of CITY purporting to create any claim, lien, or encumbrance shall be void. CITY agrees at all times to keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at their expense, protect and defend COUNTY's title to the buses and COUNTY's right of possession against all others. CITY shall redeliver the Vehicle(s) to COUNTY free of any liens, claims or encumbrances resulting from

CITY's use of the Vehicle(s). CITY shall notify persons furnishing repairs, supplies, towage and other necessities to Vehicle(s) that CITY has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of whatsoever kind.

3.13 ANNUAL REGISTRATION. The annual registration of the Vehicle(s) will be processed by the COUNTY and the costs of such registrations will be paid by the COUNTY.

3.14 INSTALLATION OF EQUIPMENT. COUNTY may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at CITY facilities. CITY agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from COUNTY. In the event that COUNTY installs any equipment in the Vehicle(s), Exhibit "D" shall be updated by the Contract Administrator to include the equipment installed in the Vehicle(s).

3.14.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation and training shall be at COUNTY's expense. COUNTY shall be responsible for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY.

3.14.2 Delivery and Installation of AVL/MDC Equipment: COUNTY shall provide CITY with no less than ten (10) calendar days prior notice of the date the AVL/MDC Equipment shall be installed in Vehicle(s) and CITY shall make the Vehicle(s) available on the date established by COUNTY. COUNTY will install, or cause to be installed, the AVL/MDC Equipment at a site to be determined by COUNTY. At the time of installation of the AVL/MDC Equipment into Vehicle(s), COUNTY shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment installed in each vehicle and at any CITY facility. CITY shall sign the document acknowledging receipt of the AVL/MDC equipment. CITY agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.14.3 Operations, Maintenance and Repair of AVL/MDC Equipment: COUNTY shall provide CITY with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, if the inquiry or trouble reports are placed by CITY to the designated representative of COUNTY during service hours. Upon

receiving such inquiries or trouble reports, COUNTY shall either offer advice or propose possible solutions based on its preliminary appraisal of CITY's description of the problem, or arrange for assistance from a maintenance service representative.

COUNTY shall pay for routine maintenance; provided, however, that CITY shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by COUNTY in the event that maintenance is required by reason of:

a. Use of the AVL/MDC Equipment or any component thereof in other than the manner for which it was installed.

b. Damage to the AVL/MDC Equipment by CITY, its employees, agents, or third parties.

c. Modification of the installed AVL/MDC Equipment by CITY which was not authorized by COUNTY.

d. Maintenance performed by CITY without the authorization of COUNTY.

All maintenance or repair services shall be provided by COUNTY or COUNTY's maintenance service representative. CITY shall not perform, or cause to be performed, maintenance or repair service unless COUNTY provides prior written consent authorizing CITY to perform maintenance or repair service.

3.14.4 Risk of Loss: CITY shall bear the entire risk of loss or damage to the AVL/MDC Equipment after its installation in the Vehicle(s) and shall be required to replace the AVL/MDC Equipment with COUNTY approved AVL/MDC Equipment in the event that it is lost, stolen, or damaged.

3.14.5 Restrictions: The following restrictions shall apply to CITY's use of the AVL/MDC Equipment:

a. CITY shall keep the AVL/MDC Equipment free and clear of all claims, liens, and encumbrances. Any act of CITY purporting to create such a claim, lien, or encumbrance shall be void.

b. CITY shall not use the AVL/MDC Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited.

c. CITY shall not permit any physical alteration of the AVL/MDC Equipment without the prior written consent of COUNTY.

d. CITY shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment without the prior written consent of COUNTY.

e. CITY shall not remove the AVL/MDC Equipment from the vehicle in which it was originally installed without the prior written consent of COUNTY, except in the event of an emergency.

3.14.6 Reservation of Title: This Agreement does not provide CITY with title or ownership of the AVL/MDC Equipment, but only a right of limited use for the duration of the Agreement. COUNTY shall retain title and ownership of the AVL/MDC Equipment at all times.

3.14.7 Training: COUNTY shall provide CITY's employees with initial training in the operation of AVL/MDC Equipment at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training. COUNTY may provide additional training to CITY's personnel at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training.

3.14.8 CITY shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.

3.15 DAMAGE. CITY shall bear the entire risk of loss or damage to all Vehicle(s). Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Bus Service shall be the sole responsibility of CITY, and any and all damage shall be repaired at the sole cost and expense of CITY. CITY shall provide the Public Transportation Services or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4
COMPLAINTS

4.1 COUNTY shall provide CITY with signs that include COUNTY's Customer

Service Center contact information. CITY shall display the signs conspicuously on each Vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CITY shall respond to complaints (excluding Title VI complaints) brought by persons or by COUNTY on its own initiative or otherwise. In the event that complaints regarding CITY's Community Bus Service are received by COUNTY's Customer Service Center, the Contract Administrator shall forward the complaint to the CITY upon receipt.

4.1.1 Upon the receipt of any complaint, from whatever source, CITY shall conduct the necessary investigation and respond in writing to each complainant. CITY shall forward the results of such investigation and the complaint resolution to Contract Administrator within three (3) business days.

4.2 COUNTY shall provide CITY with COUNTY's formally adopted Title VI Notice and Complaint procedures. The CITY shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. CITY shall display the Title VI Notice conspicuously on each Vehicle. In the event that CITY shall receive any Title VI complaints, the CITY shall forward the complaint to the Broward County Transit Division Compliance Manager.

4.3 CITY shall submit a monthly report to Contract Administrator summarizing all complaints received during the past month.

4.4 At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

ARTICLE 5
TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2017; the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Bus Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5.3 In the event services are scheduled to end due to the expiration of this Agreement, the CITY agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. CITY shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CITY of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 6

FINANCIAL ASSISTANCE

6.1 COUNTY agrees to pay CITY Fifteen Dollars ($15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by CITY ("Financial Assistance"). CITY shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F." The Financial Assistance shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay CITY, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. CITY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CITY to reimburse its expenses.

6.1.1 Advance quarterly payments for Financial Assistance shall be adjusted by COUNTY based on the Revenue Service Hour calculations as compared to the Revenue Service Hour that were actually performed in any previous quarter.

6.1.2 Following the termination of this Agreement for any reason, CITY shall return to COUNTY any Financial Assistance paid in advance to CITY for any Revenue Service Hour that were not actually performed by CITY. COUNTY shall conduct a reconciliation of the actual Revenue Service Hour performed by CITY prior to termination compared to the amount of Revenue Service Hour for which advanced Financial Assistance was paid.

CITY shall return all Financial Assistance that was received in excess of the actual Revenue Service Hour performed within thirty (30) days from receipt of notice from COUNTY demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and shall include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s). Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F."

6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.4 Payment shall be made to CITY at:

Director of Financial Services
City of Lauderdale Lakes
4300 NW 36 Street
Lauderdale Lakes, FL 33319

ARTICLE 7

GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.2 In the event that CITY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8

INSURANCE

8.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

8.2 In the event that CITY contracts with a third party to provide Community Bus Service, any contract with such third party shall include, at a minimum, the following provisions:

8.2.1 INSURANCE: CITY's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage

designated in Exhibit "G" in accordance with the terms and conditions stated in this Article.

8.2.1 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

8.2.2 The foregoing requirements represent minimum coverages that shall be contained in CITY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to CITY's standard requirements for the Project.

ARTICLE 9

TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may

also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

9.4 In the event this Agreement is terminated for convenience, CITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CITY, for COUNTY's right to terminate this Agreement for convenience.

9.5 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.

9.6 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle(s) leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the Vehicle(s) to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the Vehicle(s) to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle(s) for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle(s) for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle(s) prior to COUNTY's acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the Vehicle(s), to conduct additional inspections of the Vehicle(s) and notify CITY of any additional damage or defects to the Vehicle(s). In the event the COUNTY should determine that the Vehicle(s) is not in the same condition as it was when delivered to CITY, normal wear and tear excepted, COUNTY will notify CITY in writing and include relevant inspection reports, studies and any other documentation that support such findings. CITY shall be

responsible for all costs and expenses, needed, in COUNTY's sole determination, to remedy any and all deficiencies due to CITY's use of the Vehicle(s). In the event that CITY fails to make any repairs or remedy any deficiencies as required in this Section, COUNTY may repair, or cause the repairs to be made, and CITY shall be responsible for all of COUNTY's costs. CITY shall pay COUNTY for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

EEO COMPLIANCE

10.1 No party to this Agreement may 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 Agreement. CITY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 11

TITLE VI

By execution of this Agreement, CITY, as a subrecipient of FTA financial assistance, adopts Exhibit "H" as their Title VI Program. CITY shall ensure that Community Bus Services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. ("Title VI") and 49 C.F.R. part 21. CITY shall provide information to the public regarding the Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. CITY shall permit COUNTY to monitor CITY for Title VI compliance in accordance with the Title VI Program and shall take all actions which may be required to maintain compliance with Title VI.

ARTICLE 12

MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this

Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the 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 COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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 CITY has been placed on the convicted vendor list.

12.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers,

employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.7 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR CITY:

Director
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision

of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

12.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein 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 Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.11 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section,

unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

12.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, 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 litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

12.18 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.19 PAYABLE INTEREST

12.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.19.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", "G", and "H" are incorporated into and made a part of this Agreement.

12.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12th day of August, 2014, and CITY OF LAUDERDALE LAKES, signing by and through its MAYOR, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By _____
County Administrator

30th day of September, 2014

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____ 9/29/14
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By _____ 9/29/14
Signature (Date)

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager

SVT:dmv
community bus 2014 (repaired) - city of lauderdale lakes
07/30/14
07/17/14
14-114.05

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERDALE LAKES FOR COMMUNITY BUS SERVICE

CITY:

ATTEST:

Sharon Houslin, Clerk

(CORPORATE SEAL)

CITY OF LAUDERDALE LAKES

By: _____
Barrington A. Russell, Mayor

23 day of September, 2014.

APPROVED AS TO FORM:

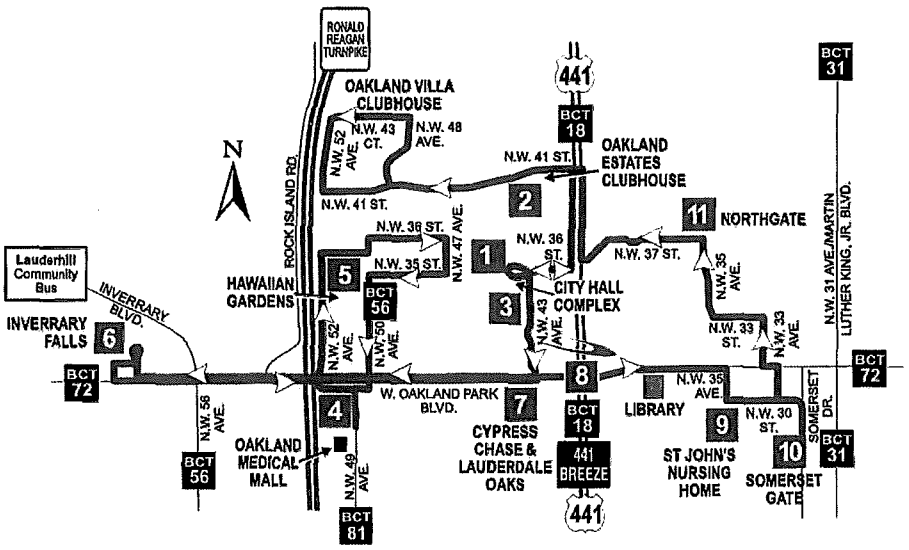
By: _____ 9/23/14
James Brady, Attorney

EXHIBIT "A"

Routes – Schedules & Maps

Exhibit "A"

City of Lauderdale Lakes East/West Route



Weekday service

Lauderdale Lakes City Hall Complex 1	Oakland Estates Clubhouse 2	NW 43 Ave. & NW 36 St. 3	Oakland Medical Mall 4	Hawaiian Gardens (BCT Bus Stops) 5	Inverrary Falls (Publix) 6	Cypress Chase S. & Lauderdale Oaks 7	Oakland Park Blvd. & US 441/SR 7 8	NW 35 Ave. & NW 30 St. (St. John's Nursing Home) 9	Somerset Condo Gate 10	NW 35 Ave. & NW 37 St. (Northgate) 11	Lauderdale Lakes City Hall Complex 1
9:00	9:08	9:11	9:17	9:22	9:27	9:36	9:39	9:42	9:44	9:46	9:53
10:00	10:08	10:11	10:17	10:22	10:27	10:36	10:39	10:42	10:44	10:46	10:53
11:00	11:08	11:11	11:17	11:22	11:27	11:36	11:39	11:42	11:44	11:46	11:53
12:00	**12:08**	**12:11**	**12:17**	**12:22**	**12:27**	**12:36**	**12:39**	**12:42**	**12:44**	**12:46**	**12:53**
1:00	**1:08**	**1:11**	**1:17**	**1:22**	**1:27**	**1:36**	**1:39**	**1:42**	**1:44**	**1:46**	**1:53**
2:00	**2:08**	**2:11**	**2:17**	**2:22**	**2:27**	**2:36**	**2:39**	**2:42**	**2:44**	**2:46**	**2:53**
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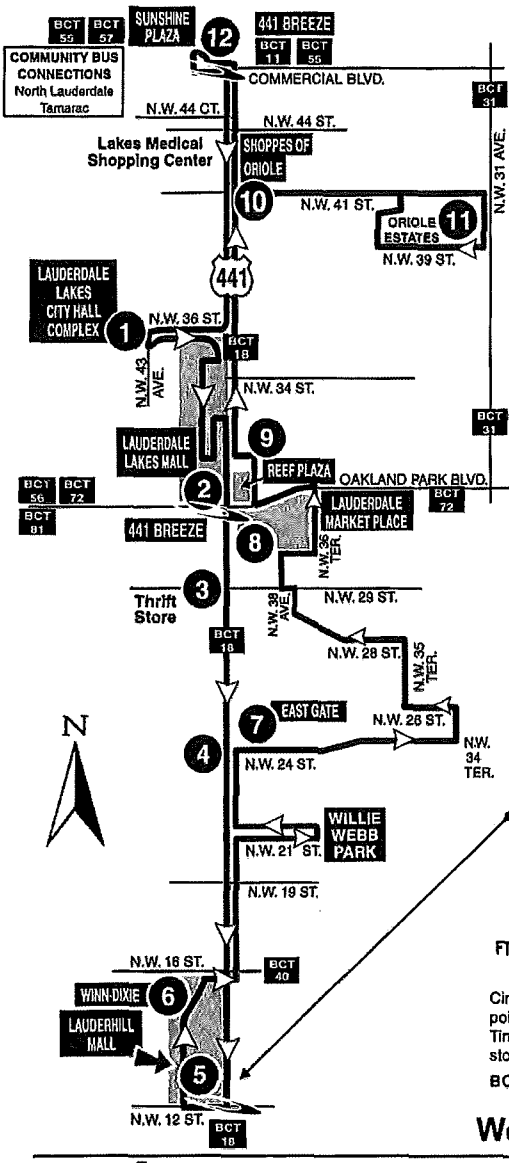
4:00	**4:08**	**4:11**	**4:17**	**4:22**	**4:27**	**4:36**	**4:39**	**4:42**	**4:44**	**4:46**	**4:53**
5:00	**5:08**	**5:11**	**5:17**	**5:22**	**5:27**	**5:36**	**5:39**	**5:42**	**5:44**	**5:46**	**5:53**

Lauderdale Lakes Library

Boxed numbers on the timetable refer to the timepoints on the map.
Time points do not represent all the bus stops on the route.
Bold times indicate PM hours.

Exhibit "A"



CITY OF LAUDERDALE LAKES, FLORIDA

City of Lauderdale Lakes Community Bus Service

North/South Route

Circled numbers on the timetable refer to the time points on the map.
Time points do not necessarily represent all the bus stops on the route.

BOLD TYPE INDICATES PM HOURS.

Weekday Service

1 Lauderdale Lakes City Hall	2 Hwy. 441/S.R. 7 & Oakland Park Blvd	3 Hwy. 441/S.R. 7 & N.W. 29 St.	4 Hwy. 441/S.R. 7 & N.W. 24 St.	5 Lauderhill Mall	6 Winn-Dixie/ Lauderhill Mall		7 EAST-GATE N.W. 24 St.	8 Lauderdale Market Place	9 Reef Plaza	10 Hwy. 441/S.R. 7 & N.W. 41 St.	11 N.W. 40 St. & N.W. 31 Ave	12 Sunshine Plaza	1 Lauderdale Lakes City Hall
Southbound							Northbound						Southbound
9:00	9:04	9:06	9:08	9:13	9:17		9:23	9:28	9:30	9:33	9:38	9:47	9:55
10:00	10:04	10:06	10:08	10:13	10:17		10:23	10:28	10:30	10:33	10:38	10:47	10:55
11:00	11:04	11:06	11:08	11:13	11:17		11:23	11:28	11:30	11:33	11:38	11:47	11:55
12:00	12:04	12:06	12:08	12:13	12:17		12:23	12:28	12:30	12:33	12:38	12:47	12:55
1:00	1:04	1:06	1:08	1:13	1:17		1:23	1:28	1:30	1:33	1:38	1:47	1:55
2:00	2:04	2:06	2:08	2:13	2:17		2:23	2:28	2:30	2:33	2:38	2:47	2:55
3:00	3:04	3:06	3:08	3:13	3:17		3:23	3:28	3:30	3:33	3:38	3:47	3:55
4:00	4:04	4:06	4:08	4:13	4:17		4:23	4:28	4:30	4:33	4:38	4:47	4:55
5:00	5:04	5:06	5:08	5:13	5:17		5:23	5:28	5:30	5:33	5:38	5:47	5:55

N.W. 21 St./Willie Webb Park

EXHIBIT "B"

DRUG & ALCOHOL MODEL

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.

(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

Limousines of South Florida, Inc.
(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of August, 2014

by Mark Levitt
(Name of person who's signature is being notarized)

as Vice President (Title) of Limousines of South Florida, Inc. (Name of Corporation/Company)

known to me to be the person described herein, or who produced
FL DL
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

Ayana Caballero
(Print Name)

My commission expires: 6/11/17

AYANA CABALLERO NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires June 11, 2017 No. FF 26373

(05/2014)

EXHIBIT "C"

SCHEDULE OF REPORTS

EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons	Monthly	10th of each month *
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over $25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November 1st
Revenue Vehicle System Failures	Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation	Monthly	10th of each month *
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

Notes:

CommunityBusReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator.
The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.
Additional reports may be added as deemed necessary by the Contract Administrator.
COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.
CITY is responsible for accurate data reporting and documentation.

EXHIBIT "D"

VEHICLES & EQUIPMENT (CAD/AVL) INVENTORY

EXHIBIT "D"

City of Lauderdale Lakes

Vehicle(s) Operating in Lauderdale Lakes

Leased Vehicles for Fiscal Year 2015

Vehicle #	Year	Make	Seats	Asset	VIN
M0952	2009	ElDorado Aerotech 240	16/2	305170	1FDFE45P29DA41966
M0953	2009	ElDorado Aerotech 240	16/2	305171	1FDFE45P89DA47190

(08/2014)

10	6	LZT	2787
AUDIT #			

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

L#	1742253
T#	600360973
B#	1127253

BUS M0952

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR.	MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
103262334	1FDFE45P29DA41966	2009	ELDR		BU		10370	

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER
10	22	09	ORT	PRIVATE						

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
3201 W COPANS RD
POMPANO BEACH, FL 33069

BIRTHDATE SEX	MO.	DAY	YEAR	RESIDENT Y	IN	ALIEN	CNTY RES.#
				X			10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
096241415-05	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	06/15/2009	XX		1,701 MILES 06/15/2009 ACTUAL	☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED

☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

☒ OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

___ I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

___ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

___ I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06

IMPORTANT INFORMATION

BUS M0952

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BEACH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 600361071
B# 1127253

FLORIDA VEHICLE REGISTRATION

PLATE TC1434 DECAL Expires NO EXPIRATION

YR/MK	2009/ELDR	BODY	BU			Reg. Tax	48.85	Class Code	97
VIN	1FDFE45P29DA41966			TITLE	103262334	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10370	GVW	14500	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	096241415-05					Sales Tax		Credit Months	
Date Issued	10/22/2009	Plate Issued	10/22/2009			Voluntary Fees			
						Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BEACH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

Bus M0952

10	6	LZT	2787
AUDIT #			

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

L#	1742272
T#	600362626
B#	1127253

BUS 4095

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR.	MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
103262439	1FDFE45P89DA47190	2009	ELDR		BU		10560	

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER
10	22	09	ORT	PRIVATE						

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
3201 W COPANS RD
POMPANO BEACH, FL 33069

BIRTHDATE SEX	MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES.#
				X			10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
096241415-05	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	07/21/2009	XX		1,669 MILES 07/21/2009 ACTUAL	☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED

☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

☒ OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/08

Bus # M0953

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BEACH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 600362694
B# 1127253

FLORIDA VEHICLE REGISTRATION

PLATE TB9743 DECAL Expires **NO EXPIRATION**

YR/MK	2009/ELDR	BODY	BU			Reg. Tax	48.85	Class Code	97
VIN	1FDFE45P89DA47190			TITLE	103262439	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10560	GVW	14500	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	096241415-05					Sales Tax		Credit Months	
Date Issued	10/22/2009	Plate Issued	10/22/2009			Voluntary Fees			
						Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BEACH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

BUS#M0953

EXHIBIT "E"

PRE & POST TRIP INSPECTIONS INFORMATION

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA
TRANSPORTATION DEPARTMENT

OPERATORS' BUS PRE-INSPECTION REPORT

NAME: _____ DATE: _____

BUS NO.: _____ RUN NO.: _____

FIRE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRE	DAMAGE WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE	GREEN LITE ON G.E. CAMERA? ☐ YES ☐ NO			

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX. **OK**

OTHER ITEMS

EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

702-247 2/09

BROWARD COUNTY
DIVISION OF MASS TRANSIT

OPERATOR'S BUS DEFECT REPORT

NAME _____ DATE _____

BUS# _____ RUN# _____

FIRE EXT.	NONE	AC/HEAT	NO AC	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRES	DAMAGED/WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FAREBOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER.	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT X IN OK BOX.

OTHER ITEMS

O.K.

	ACCELERATOR PEDAL		DIRTY OUTSIDE		ROOF HATCH
	INSECTS		DIRTY INSIDE		GRAB RAIL
	PASSENGER SIGNAL		GRAFFITI		STEPS—FRONT/REAR
	COMPART. DOORS		HORN		VISOR
	FLOOR MAT		NO TRIANGLES		NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

BCt-118

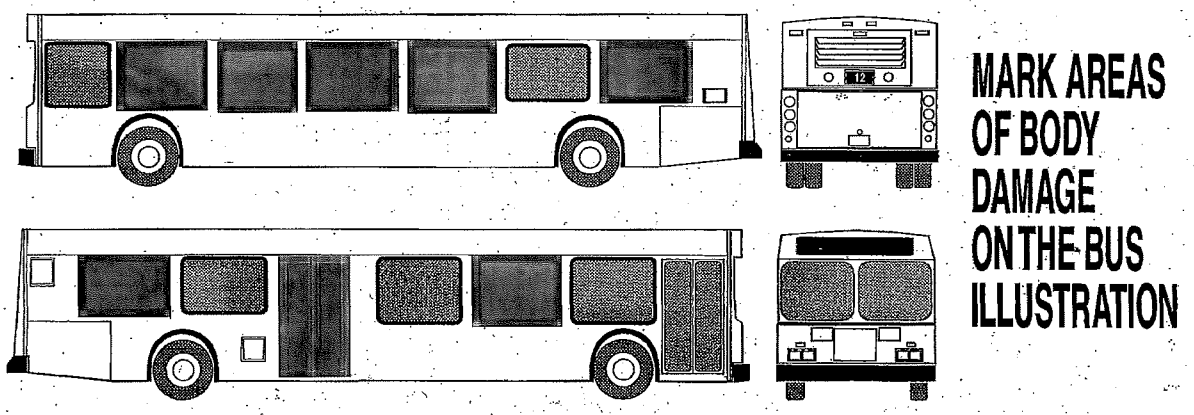

MARK AREAS
OF BODY
DAMAGE
ON THE BUS
ILLUSTRATION

EXHIBIT "F"

REVENUE SERVICE HOURS & INVOICE

EXHIBIT "F"

City of Lauderdale Lakes

Annual Operating Funding for Fiscal Year 2015

Community Bus Service - Route East-West ($15.00/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	East-West	Weekday	9:00a-5:53p	60 min	8.88	251	$15.00	$ 33,433.20
				Operating Fund for Route 1				**$ 33,433.20**

Community Bus Service - Route North-South ($15.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	North-South	Weekday	9:00a-5:55p	30 min	8.92	251	$15.00	$ 33,583.80
				Operating Fund for Route 2				**$ 33,583.80**
				Total Annual Funding				**$ 67,017.00**

EXHIBIT "G"

INSURANCE CERTIFICATE

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [x] Premises–Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$1 mil**	**$2 mil**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 1 mil**	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorsement is required		
[x] WORKERS' COMPENSATION *If exempt: State Exemption Certificate or letter on company letterhead is required.* **[x] EMPLOYERS' LIABILITY**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	**$ 500 k**	
[ ] PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage period		
[ ] BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: $10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
[ ] Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	$10 k	Completed Value form

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

REFERENCE: Community Bus Service- BCT

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Moji Oderinde- BCT

Risk Management Division

Revised 2013

CERTIFICATE OF COVERAGE

Certificate Holder	Administrator	Issue Date 10/7/2013
BROWARD COUNTY BROWARD COUNTY COMMISSIONERS 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301	**Florida League of Cities, Inc.** **Department of Insurance and Financial Services** **P.O. Box 530065** **Orlando, Florida 32853-0065**	

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0325	COVERAGE PERIOD: FROM 10/1/13	COVERAGE PERIOD: TO 10/1/14 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- ☒ Errors and Omissions Liability
- ☒ Supplemental Employment Practice
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants'/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability
* Combined Single Limit

Deductible N/A

Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

Limits of Liability
* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☒ **Buildings**
  - ☒ Basic Form
  - ☒ Special Form
- ☒ **Personal Property**
  - ☐ Basic Form
  - ☒ Special Form
- ☒ Agreed Amount
- ☒ Deductible $1,000
- ☐ Coinsurance N/A
- ☒ Blanket
- ☐ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value

- ☒ **Miscellaneous**
  - ☒ Inland Marine
  - ☒ Electronic Data Processing
  - ☐ Bond
  - ☐

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐

Automobile/Equipment – Deductible

☒ Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $5,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Verification of Coverage for Fund Year 13/14

Events, activities and functions authorized by the certificate holder involving the designated member while being held upon the premises at the certificate holder.

The Certificate Holder is hereby added as additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described item.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

CITY OF LAUDERDALE LAKES
4300 NW 36TH STREET
LAUDERDALE LAKES FL 33309

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
SUITE 400
1255 23RD STREET, N.W.
WASHINGTON, DC 20037

615840--ALL-13-14

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Interstate Insurance Company	32620
INSURER B :	Scottsdale Insurance Company	41297
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Limousines of South Florida, Inc.
2766 NW 62nd Street
Miami, FL 33142

COVERAGES **CERTIFICATE NUMBER:** CLE-004037235-02 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			BCS0031515	02/18/2014	02/18/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			8199700-00	12/18/2013	12/18/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured where required by written contract as respects to operations of the Insured.

CERTIFICATE HOLDER

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes FL 33319

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756	PHONE (A/C, No, Ext): 1-800-277-1620 x4800	FAX (A/C, No): 727-797-0704	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: FRANK WINSTON CRUM INSURANCE CO.		11600
INSURED	INSURER B:		
	INSURER C:		
FrankCrum 1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756	INSURER D:		
	INSURER E		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 252179 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PROJECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201400000	1/1/2014	1/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EFFECTIVE 05/13/2005, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO SUPER NICE STS, INC dba TRANSPORTATION AMERICA (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER	CANCELLATION
CITY OF LAUDERDALE LAKES 4300 N.W. 36TH STREET LAUDERDALE LAKES, FL 33319	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT “H”

TITLE VI

EXHIBIT "H"

City of _____ Title VI Program

Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal financial assistance, CITY, without regard to race, color, or national origin, operate and plan for transit services so that: transit benefits and services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision-making process are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary.

This Title VI Program for the CITY, a subrecipient of the COUNTY, was prepared in accordance with the requirements specified in the Federal Transit Administration (FTA), Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 2, 2012.

Title VI Notice and Complaint Procedures

All subrecipients use the COUNTY'S adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as followed:

NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954)357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive Suite 3100A Plantation, Florida 33324.

Title VI Investigations, Complaints and Lawsuits

The CITY has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with COUNTY procedures.

Public Participation and Language Assistance Plans

The CITY shall in the absence of their own plans use the COUNTY's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

Planning or Advisory Boards

The CITY does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B Chapter III Sec 10. If such entities are created, the CITY will provide the COUNTY with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

Monitoring Subrecipients

The CITY is monitored by our primary recipient, the COUNTY. The monitoring process outlined by the COUNTY includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Bus meetings.

Facility Equity Analysis

The CITY does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B Chapter III Sec. 13. If plans are created the CITY will collaborate with the COUNTY to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

Service Standards

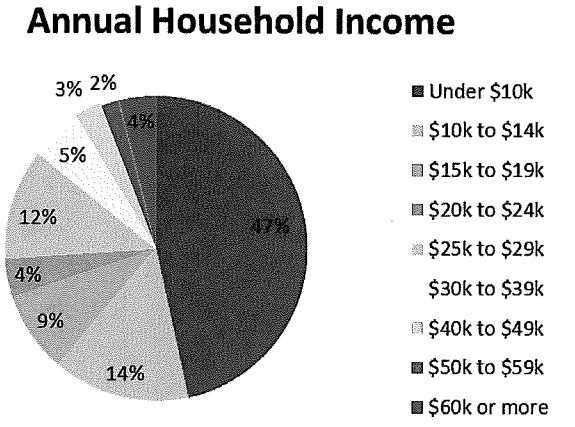
The CITY in agreement with the COUNTY will use the following service standards for community bus service. The CITY will collaborate with COUNTY to monitor service standards as necessary per FTA Circular 4702.1B.

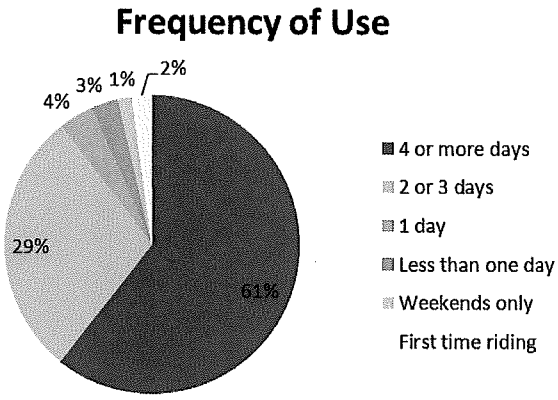
Type	Standard Description
Vehicle Load	1.25 capacity ratio for all vehicles.
Vehicle Headway	75 minute average headway all day.
On-Time Performance	80% On-Time Performance is expected of community bus routes. On-time is

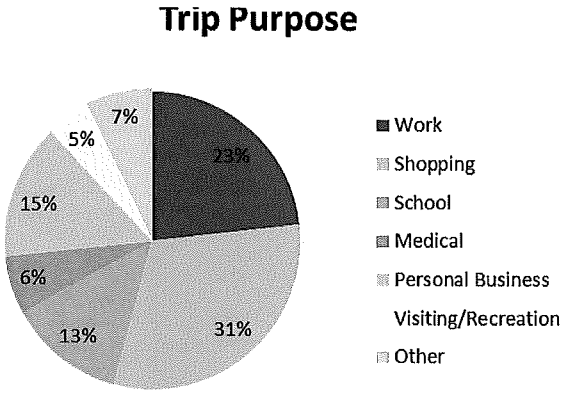
	defined based on departures of 1 minute early to 5 minutes late.
Service Availability	Community bus routes operate to complement COUNTY local, breeze, express, and paratransit services. To the greatest extent possible community bus will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.
Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, Community Bus stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the capacity threshold that cannot be addressed through additional service will be leased larger vehicles. The COUNTY is generally responsible for the procurement and replacement of transit vehicles.

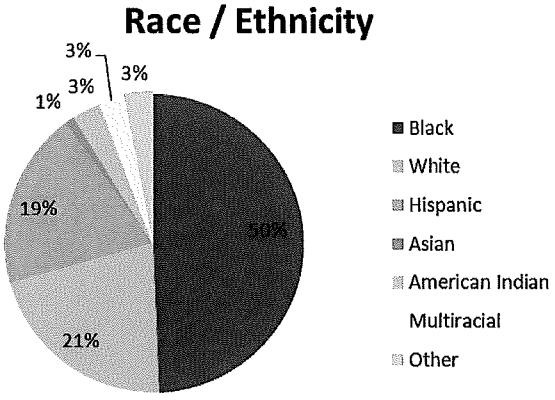
Community Bus Service Demographics

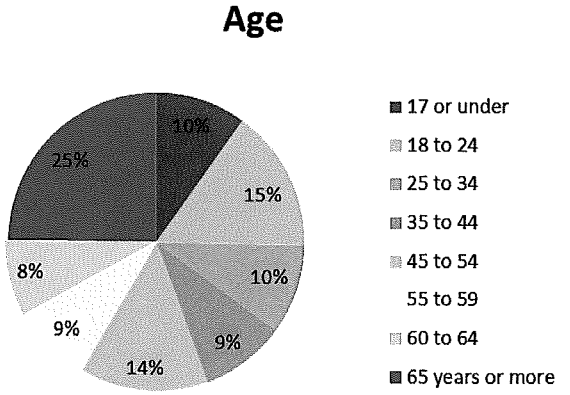
As a component of BCT's *Broward Connected* 10 Year Transit Development Plan (TDP), on-board surveys were conducted in March 2013 from randomly selected community bus trips. The charts below characterize the demographics of the entire community bus system. The CITY supports the COUNTY'S initiative to conduct on-board surveys every 5-years during the TDP process and understands that additional surveys are encouraged prior to a major service or fare change.











CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2025-123 A QUASI JUDICIAL PROCEEDING APPROVING, WITH CONDITIONS, CONDITIONAL USE APPLICATION NO. 01-CU-25 ("APPLICATION"), SUBMITTED BY RAM'S CAR CARE/RAM'S CAR CARE CENTER, INC., REQUESTING CONDITIONAL USE APPROVAL PURSUANT TO CHAPTER 5 SECTION 503 OF THE LAND DEVELOPMENT REGULATIONS ("LDRS") TO ALLOW FOR THE OPERATION OF AN AUTOMOBILE REPAIR GARAGE IN THE B-4 INTENSE BUSINESS DISTRICT

Summary

This quasi-judicial proceeding is a resolution to approve a Conditional Use for Ram's Car Care Center which is a long-standing family-owned business in Lauderdale Lakes since 2004. The Conditional Use seeks approval to relocate its operations to 3551–3559 NW 19th Street. This move is necessary due to redevelopment of Reef Plaza, which will demolish the business's current site.

Staff Recommendation

Background:

Project Overview:

The proposed location is a 10,750 square-foot space within an existing industrial building in the B-4 Intense Business District. The business specializes in preventative maintenance and light repair services for fleet accounts, with only limited retail activity. Fleet operations mean that vehicles are not stored on-site for extended periods, minimizing impacts on surrounding properties. All repair activity will be conducted indoors, supported by six automotive lifts and two diagnostic racks. Please note that minor edits have been made to the Staff Report exhibit following the Planning and Zoning Board public hearing. The edits are indicated in red with strikethrough and underline for clarity.

Findings:

Staff has determined that the request is consistent with the Comprehensive Plan and the City's economic development goals by supporting a long-standing local business. The proposed use is compatible with the surrounding industrial and commercial area and meets all parking, ingress/egress, and service level requirements. The relocation will allow the business to remain in Lauderdale Lakes without disruption of services.

Planning and Zoning Board Public Hearing:

The Planning and Zoning Board held a public hearing regarding the proposed Conditional Use. The Planning and Zoning Board concurred with the staff findings and recommendation, voting five (5) yes, zero (0) no to recommend approval of the application subject to the conditions for approval as recommended by staff.

Recommendation:

Staff recommends approval with conditions requiring conformance to submitted site and floor plans, prohibition of overnight outdoor parking, and submission of signed and sealed plans prior to permitting.

Next Steps:

- September 2, 2025 – Planning & Zoning Board (recommendation - complete)
- September 8, 2025 – City Commission Workshop (complete)
- September 23, 2025 – City Commission Regular Meeting

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM, Development Services Director

Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-123 Approving Conditional Use Application Rams Car Care Center	Resolution
🗋	Exhibit A - Application	Exhibit
🗋	Exhibit B - Staff Report - Corrected	Exhibit

RESOLUTION 2025-123

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING, WITH CONDITIONS, CONDITIONAL USE APPLICATION NO. 01-CU-25 ("APPLICATION"), SUBMITTED BY RAM'S CAR CARE/RAM'S CAR CARE CENTER, INC., REQUESTING CONDITIONAL USE APPROVAL PURSUANT TO CHAPTER 5 SECTION 503 OF THE LAND DEVELOPMENT REGULATIONS ("LDRS") TO ALLOW FOR THE OPERATION OF AN AUTOMOBILE REPAIR GARAGE IN THE B-4 INTENSE BUSINESS DISTRICT; A COPY OF SAID APPLICATION IS ATTACHED HERETO AS **EXHIBIT A**, A COPY OF THE INTEROFFICE MEMORANDUM ("MEMORANDUM") AND BACKGROUND MATERIALS IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF EACH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ram's Car Care Center, Inc., ("Applicant") filed Application No. 01-CU-25 ("Application"), attached hereto and incorporated as **Exhibit A**. Said Application requested approval of a +/- 10,750 square foot automobile repair garage as a conditional use at the property located at 3551-3559 NW 19th Street, Building #5, Lauderdale Lakes, Florida 33313 ("Property"), which is situated to the North of NW 19th Street and East of North State Road 7, all within the corporate jurisdiction of the City of Lauderdale Lakes ("City");

WHEREAS, the Property is identified under Broward County Property Appraiser Folio No. 494230000270;

WHEREAS, the Property is owned by Last Mile BCC BH I, LLC c/o Morell Management LLC;

WHEREAS, the Property is situated on a parcel located within the B-4 Intense Business District;

WHEREAS, Section 704.5.2 of the Land Development Regulations ("LDRs") provides for the operation of an automobile repair and service shops, including paint and body shops within the B-4 Intense Business District, if first approved as a conditional use;

WHEREAS, Applicant has indicated this is a family owned and operated automobile repair shop which has served the Lauderdale Lakes community since 2004, supporting local residents and several major fleet accounts;

WHEREAS, the Applicant has indicated that the proposed automobile repair garage would provide fleet vehicle rental and maintenance services, specializing in preventative maintenance and light repair work to ensure the ongoing safety and roadworthiness of fleet vehicles. Applicant's proposed facility design includes six automotive lifts and two diagnostic racks to accommodate service volume. The parking allocation for Building Five includes a total of 50 spaces, which fully complies with the City's parking requirements for automotive repair operations;

WHEREAS, City staff have determined that the Application is consistent with the goal of sustaining an existing long-standing business within the City, the proposed automotive repair garage will not be detrimental to, or endanger the public health, safety, or general welfare, and the proposed auto repair garage is consistent with other similar uses already operating in the same industrial park;

WHEREAS, at its September 2, 2025, Regular Meeting, the Planning and Zoning Board, in accordance with Sec. 503 of the LDR's conducted a public hearing, and upon review of Application 01-CU-25, the general standards set forth in the LDRs applicable to the proposed use, and specific additional standards set forth in Section 503.3 of the LDRs, the DRC report, as well as other oral and written comments received before or at the public hearing, and subsequently recommended approval of the Application to the City Commission, subject to and conditioned upon the following:

1) Substantial conformance to the Site Plan dated August 2, 2025, prepared by Steve Siebert Architecture, subject to submission signed and sealed site plan within a complete application for parking lot striping improvements;

2) Substantial conformance to the floor plan dated August 2, 2025, prepared by Steve Siebert Architecture, subject to submission signed and sealed site plan within a complete application for building permit;

3) Substantial conformance to the Letter of Intent dated August 21, 2025;

4) No vehicles shall be parked outdoors overnight;

5) All plans shall be signed and sealed prior to building permit approval; and

WHEREAS, City Staff recommends the Mayor and City Commission approve Application No. 01-CU-25 with conditions based upon the findings, analysis, and recommendations provided within the Staff Interoffice Memorandum for Application No. 01-CU-25.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. REVIEW AND FINDINGS. The City Commission has considered and after reviewing the proposed conditional use, and further reviewing the general standards of review set forth in Section 503.3 of the LDRs, and further reviewing the written report of Interoffice Memorandum, attached and incorporated into this Resolution as **Exhibit B**, the recommendation of the Planning and Zoning Board, and any oral or written comments received before or at the public hearing, hereby finds that the proposed conditional use as set forth in Application No. 01-CU-25 complies with general standards of review set forth in Section 503.3 of the LDRs, to wit:

a. The proposed use shall be consistent with the comprehensive plan;

b. The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

c. The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;

d. Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire, and emergency services, shall exist at the city's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of these LDRs;

e. Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;

f. The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district;

g. The design of the proposed use shall minimize adverse effects, including visual impacts of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping, and other design criteria, and;

h. The granting of the application will be in the best interest of the City.

SECTION 3. APPROVAL. Pursuant to the authority contained in Sections 503.6.2 and 503.7 of the Land Development Regulations, City of Lauderdale Lakes, and all other applicable provisions of the Code of Ordinances, City of Lauderdale Lakes, the Applicant's Application No. 01-CU-25 Request for Conditional Use submitted by Ram's Car Care Center, Inc., to allow for the use of a +/- 10,750 square foot automobile repair garage at the property located at 3551-3559 NW 19th Street, Building #5, Lauderdale Lakes, Florida 33313, is hereby approved, with and subject to the following conditions:

1) Conformance to the Site Plan dated August 2, 2025, prepared by Steve Siebert Architecture, further subject to submission of final signed and sealed site plan within a complete application for parking lot striping improvements;

2) Conformance to the floor plan dated August 2, 2025, prepared by Steve Siebert Architecture, further subject to submission of final signed and sealed site plan within a complete application for building permit;

3) Conformance to the Letter of Intent dated August 21, 2025;

4) No vehicles shall be permitted to parked outdoors overnight on the Property;

5) All plans shall be duly signed and sealed prior to building permit approval; and

SECTION 4. The approval of Applicant's Application No. 01-CU-25 Request for Conditional Use by the City Commission is further subject to Sec. 503.8 and Sec. 503.9 of the LDR's, and does not create any right on the part of the Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit in the event Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Applicant shall obtain all other applicable state or federal permits before commencement of the development or redevelopment.

SECTION 5. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

SECTION 6. ORDER: In accordance with Sec. 304.4.7 of the Lauderdale Lakes Land Development Regulations, the City Commission hereby instructs the City Attorney to prepare the final order of the City Commission based upon the determination set forth in this Resolution. The final order shall not be recorded in the Broward County Public Records.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 7. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Tanja McCoy, AICP, CGC, CFM, Development Services Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

Lauderdale Lakes
LIFE IN FULL COLOR

LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION
(Complete one application for each request)

Date 8/23/25

- ☐ Rezoning
- ☐ Land Use Plan Amendment
- Text Amendment to Modify Zoning Code
- ☒ Conditional Use
- ☐ Right-of-Way Vacation
- ☐ Platting or Replatting of a Subdivision, or a Portion Thereof
- ☐ Other _____
- ☐ Site Plan Approval
- ☐ Appeal of Administrative Interpretation
- ☐ Variance

PLEASE PRINT OR TYPE

Name of Owner: Last Mile BCC BH I, LLC c/o Morell Management LLC

Mailing Address: 3451 NW 19 Street, Lauderdale Lakes, FL 33311

Business Telephone: Home: Fax:

Name of Applicant (if different from owner): Ram's Car Care Center Inc.

I am the (check one):
- ☐ Attorney Representing Owner
- ☐ Prospective Purchaser
- ☐ Contractor and/or Architect
- ☐ Representative/Agent
- ☒ Tenant

Mailing Address: 5140 NW 81st Terrace, Lauderhill, FL 33351

Business Telephone: 954-733-0900 Home: Fax:

Name of Representative (if different from owner and Applicant):

I am the (check one):
- ☐ Attorney Representing Owner/Applicant
- ☐ Contractor and/or Architect
- ☐ Other (please specify)

Mailing Address:

Business Telephone: Home: Fax:

Location of Subject Property: 3551-3559 NW 19TH ST, Lauderdale Lakes, FL 33311

Property Size:

Present Zoning: B4

Present Land Use Designation:

Folio Number: 4942 30 00 0270

Full Legal Description (attach additional sheets, if necessary): 30-49-42 A POR OF S1/2 SEC 30 DESC AS: COMM SE COR OF SE 1/4 OF SW1/4 OF SW1/4 SEC 30,N 35 ALG E/L SE1/4 TO POB, CONT N 282.66 ALG E/L, ELY 1956.89 TO PT E/L OD SW 1/4 OF SE1/4 SEC 30, S 282.66 ALG E/L SW1/4,WLY 1955.39 TO POB

Brief Description of Request

Please See Attached

APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.

PROPERTY OWNER'S SIGNATURE

PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this _____ day of _____, 20_____.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

DEVELOPMENT APPLICATION OWNER CERTIFICATION
(Please complete all that apply)

For use when petitioner is the Owner of subject property:
This is to certify that I am the owner of the subject lands described in the above application. I understand that I am responsible for complying with all application requirements prior to this petition being scheduled for any public hearing. I also understand that it is my responsibility to comply with the City's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

_____ _____
Print name of Petitioner **Signature of Petitioner**

STATE OF _____ COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

_____ _____
Printed Name of Notary Public **Signature of Notary Public**

My Commission Expires:

For use when petitioner is NOT the Owner of the Subject Property:
This is to certify that I am the owner of subject lands described in the above petition. I have authorized _____ to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

_____ _____
Print name of Petitioner Signature of Petitioner

STATE OF _____ COUNTY OF _____

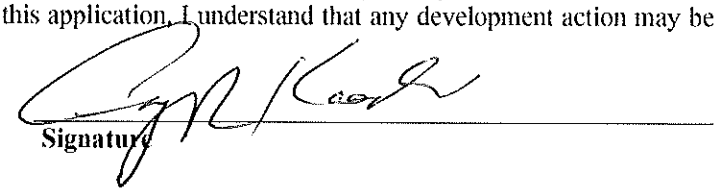
The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

_____ _____
Printed Name of Notary Public Signature of Notary Public

My Commission Expires:

Tenant or Owner Affidavit
I, CRAIG KOODIE being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

CRAIG KOODIE
Print Name


Signature

STATE OF Florida COUNTY OF Broward

The foregoing instrument was Sworn to and Subscribed before me this 23 of August 2025 by Koodie C. R, who is personally known to me or who has produced DL # K300-116-84-254-0 as identification.

ENide Clement
Printed Name of Notary Public

ENIDE CLEMENT
MY COMMISSION # HH 410821
EXPIRES: August 28, 2027

Signature of Notary Public

My Commission Expires: 8-28-27

Attorney Affidavit

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

_____ _____
Print name of Petitioner Signature of Petitioner

STATE OF _____ COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

_____ _____
Printed Name of Notary Public Signature of Notary Public

My Commission Expires:

Corporation Affidavit

I/We, _____ being first duly sworn, depose and say that I/we am the President/Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

_____ _____
Print Name **Signature**

Ram's Car Care Center
3330 N SR 7
Lauderdale Lakes, FL 33319
954-733-0900

August 21, 2025

City of Lauderdale Lakes
4300 NW 36th St
Lauderdale Lakes, FL 33319

Planning and Zoning Representatives,

Request to Expedite Conditional Use Approval

We respectfully request the expedited review and approval of conditional use for the continued operation of Ram's Car Care Center at 3551-3559 NW 19th Street, Building 5. This family owned and operated auto repair shop has proudly served the Lauderdale Lakes community since 2004, supporting local residents and several major fleet accounts. This relocation is the only option to stay in business within the city.

Recently, the city approved the demolition of our current location, and while we do not yet have a confirmed date, it could happen at any time. This uncertainty puts our business, employees, and customers in jeopardy. Without timely approval, both we and our clients, including essential fleet services and city vehicle repair, will be left without a reliable service provider.

Business Operations and Facility Overview

Our business has strategically evolved to focus primarily on fleet vehicle rental and maintenance services. We specialize in preventative maintenance and light repair work to ensure the ongoing safety and roadworthiness of fleet vehicles. Our core services include oil changes, tire and brake services, filter replacements, spark plug replacements, and minor repairs such as belts and hoses.

Unlike traditional auto repair facilities, retail work represents only 5–10% of our total business. The overwhelming majority of our workload comes from established fleet accounts, most of which are located approximately half a mile from our facility. These fleet vehicles are transported to and from our location for service. As a result, they are not stored on-site during repairs, which helps maintain a clean and efficient operational environment.

Facility Design and Parking Information

The proposed facility design includes six automotive lifts and two diagnostic racks to accommodate our service volume efficiently. The parking allocation for Building Five includes a total of 50 spaces, which fully complies with the city's parking requirements for automotive repair operations. Parking requirements are as follows:

Business Use (1 space per 300 sq. ft. — 1,500 sq. ft. total): 5 spaces
Warehouse Use (1 space per 1,000 sq. ft. — 23,452 sq. ft. total): 24 spaces
Automotive Service (3 spaces per bay — 6 bays total): 21 spaces

Total Required Parking: 50 spaces
Total Provided for Building Five: 50 spaces

This parking plan ensures we meet all zoning and operational requirements without overcrowding or negatively impacting surrounding areas.

General Standards for Conditional Use Request – Ram's Car Care Center
503.3. General standards of review. In addition to the standards set forth in these LDRs for the particular use, all proposed conditional uses shall meet each of the following standards:

(a) The proposed use shall be consistent with the comprehensive plan:

I. Future Land Use Element Goal 1 To achieve and maintain a sustainable distribution of land uses, intensities, and building forms with engaging architecture that line safe and attractive street corridors, all of which elements combine to foster community identity, citizen interaction and community pride, and to protect and enhance the public health, safety, welfare, and convenience.

Land Use Regulation Objective 1.1 To regulate the permitted use of land in a manner that will ensure that development and redevelopment is coordinated with the appropriate topography and soil conditions and the availability of facilities and services.

Policy 1.2.7 The compatibility of proposed land use plan amendments and rezoning applications with adjacent land use plan and zoning designations shall be a primary consideration in the review and approval of such applications.

The continued operation of Ram's Car Care Center is in direct alignment with the goals, objectives, and policies established in the City of Lauderdale Lakes Comprehensive Plan,

specifically under the Future Land Use Element, which emphasizes sustainable development and the creation of vibrant, safe, and attractive communities.

Goal 1 of the Future Land Use Element seeks to ensure a balanced distribution of land uses, building forms, and intensities that promote safe, engaging street corridors. This goal fosters community identity, interaction, and pride, while prioritizing public health, safety, welfare, and convenience. Ram's Car Care Center contributes to this goal by providing a valuable service to the community, contributing to the economic vitality and functionality of the area, and enhancing the local streetscape with an engaging, well-maintained business.

Land Use Regulation Objective 1.1 stresses the importance of coordinating development with appropriate topography, soil conditions, and the availability of services and facilities. Ram's Car Care Center operates in a manner that is consistent with this objective by being situated in an area where automotive services are needed and are accessible to local residents. The business ensures that its operations and infrastructure are appropriately aligned with the surrounding environment, providing services to the community without overburdening local resources.

Further reinforcing this alignment, **Policy 1.2.7** highlights the importance of the compatibility of proposed land use amendments and rezoning applications with adjacent land uses and zoning designations. In this context, the operation of Ram's Car Care Center does not conflict with the surrounding land uses but rather complements them by meeting the needs of the community. The business serves an essential function within the local economy while maintaining the character and integrity of the neighborhood.
The continued operation of Ram's Car Care Center is fully consistent with the City of Lauderdale Lakes' Comprehensive Plan. The business contributes to the fulfillment of the City's land use vision by offering essential automotive repair services, supporting community engagement, and helping foster a sense of pride and safety within the local environment. Moreover, it aligns with the state's growth management system, ensuring that development is balanced with the community's needs and regional planning goals.

(b) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

Policy 1.2.4 Lauderdale Lakes shall encourage redevelopment by ensuring that its zoning and land development regulations are clear, internally consistent, intuitively organized, realistic and easily accessible by the public.

Policy 1.7.1 Lauderdale Lakes shall continuously improve its development review process by

making gains in efficiency, applying standards and regulations uniformly, and providing mechanisms to improve the project proposal early in the development review process.

As a longstanding general automotive repair shop, Ram's Car Care Center has been a valuable asset to the City of Lauderdale Lakes, contributing to its growth and general welfare. Our services are essential to the community and are designed to maintain public health and safety. We ensure our operations have no negative impact on the surrounding area, adhering to all zoning and land development regulations that promote clear, consistent, and accessible guidelines (Policy 1.2.4). Additionally, we are committed to supporting the City's efforts to streamline the development review process, ensuring efficiency and uniform application of standards (Policy 1.7.1). By encouraging proper vehicle maintenance for both businesses and consumers within the city, Ram's Car Care Center plays a key role in keeping vehicles safe and roadworthy. This helps ensure the community remains well-served and secure, without posing any threat to the public's well-being.

(c) The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;

The requested conditional use is consistent with similar operations within the same warehouse complex. Located in the B4 District, the use aligns with the intended purpose of the zoning designation and will not alter the character or vision of the surrounding community.

(d) Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the city's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of theses LDRs;

No modifications will be made to utilities, roadway capacity, or drainage systems. The existing structure complies fully with current fire and safety regulations. Additionally, the operation will not impact the City's adopted levels of service for police, fire, or emergency services.

(e) Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;

The facility includes ten designated parking spaces, including ADA-compliant spots for customer

use. No additional parking or space alterations are necessary. The existing ingress and egress provide sufficient access without contributing to traffic congestion or disruption within the development.

(f) The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district;

Ram's Car Care Center does not conflict with nearby businesses or properties. Other tenants within the warehouse park have similar uses, and the property's B4 zoning district supports our type of service. As defined, the B4 District accommodates intensive retail, service, wholesale, and light industrial uses that serve a distributive or supportive role to the broader business community, without requiring immediate access to the general public.

(g)The design of the proposed use shall minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria.

All operations will be conducted entirely indoors, ensuring that there will be no adverse visual or physical impacts to the property and surrounding environmental areas.

(h)The city commission finds that the granting of the application will be in the best interest of the city. Granting this conditional use is in the City Commission's best interest.

Ram's Car Care Center has served the Lauderdale Lakes community with dedication, integrity, and efficiency for over 21 years. Our strong relationships with the City's maintenance department, local businesses, and residents make us a valuable asset to the area.
This request is prompted by the Commission's recent decision to approve the demolition of the building located at 3330 N SR 7, which currently houses our shop, to accommodate a new grocery store. As a result, our lease has transitioned to a month-to-month agreement, jeopardizing the stability of our operations. This conditional use request is critical to relocating within the City to ensure continuity of services, particularly for municipal needs. Remaining in Lauderdale Lakes will allow us to minimize disruption and continue serving our community without interruption.

Given the pressing nature of this situation, we kindly ask for your urgent consideration to expedite this approval and allow us to continue serving our community without disruption.

Thank you for your time and prompt attention to this matter.

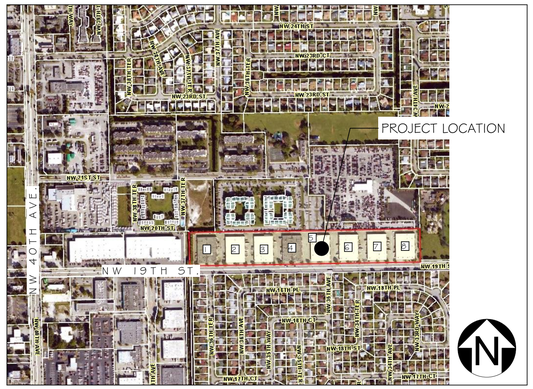
Kindest Regards,

Craig Koodie

LAST SAVED::8/20/25 @ 2:30 PM

\Volumes\SSA Projects\Active Projects\25-679 3535 NW 19th St. BLDG #5 - Levy\25-679 3535 NW 19TH ST BLDG#5 - LEVY.pln LAST SAVED BY: Simeon Kirilov

LOCATION MAP:



LIST OF DRAWINGS:

CS.1	COVER SHEET
SP1.1	SITE PLAN
A1.1	FIRST FLOOR ...
LS1.1	LIFE SAFTEY P...

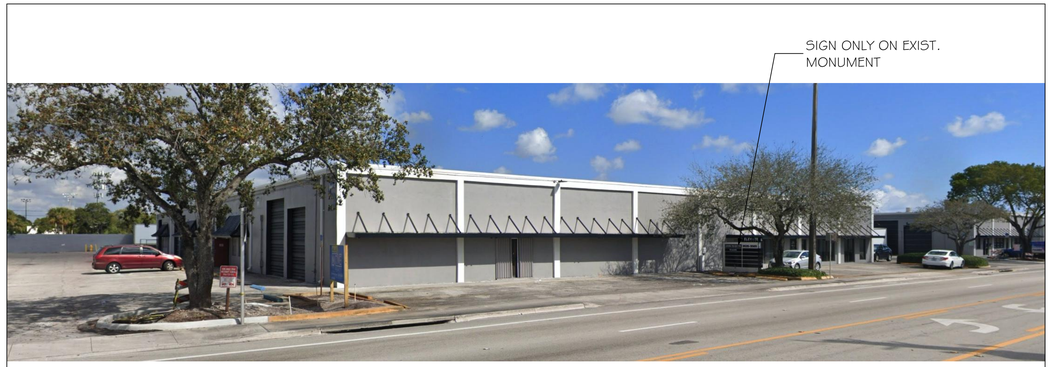
GENERAL NOTES:

1. ALL IDEAS, DRAWINGS, PLANS AND ARRANGEMENTS INDICATED OR REPRESENTED BY THESE DRAWINGS ARE OWNED BY AND THE PROPERTY OF THE ARCHITECT AND/OR ENGINEER OF RECORD. THEY WERE CREATED FOR AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. THE IDEAS, DESIGNS, DRAWINGS, PLANS AND ARRANGEMENTS OF THE SPECIFIED PROJECT SHALL NOT BE USED BY OR DISCLOSED TO ANY PERSONS, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT AND ENGINEER(S) OF RECORD.
2. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER OF RECORD REVIEW ONLY AFTER THEY HAVE BEEN THOROUGHLY REVIEWED BY THE GENERAL CONTRACTOR FOR CONSTRUCTION METHODS, DIMENSIONS, FIELD CONDITIONS, "AS-CONSTRUCTED" DIMENSIONS AND OTHER TRADE REQUIREMENTS, AND STAMPED WITH THE CONTRACTOR'S APPROVAL STAMP. ONLY REQUESTED SHOP DRAWINGS AND SUBMITTALS TO BE PROVIDED TO ARCHITECT FOR REVIEW, ALL OTHERS TO BE APPROVED AND REVIEWED BY G.C.
3. ARCHITECT OF RECORD IS NOT RESPONSIBLE FOR ANY SURVEY OR CIVIL DWGS. THAT ARE INSERTED INTO THIS SET AND/OR LACK OF. THIS INCLUDES BUT IS NOT LIMITED TO PROPOSED AND/OR EXISTING CONDITIONS OF GRADING, PARKING, DRIVEWAYS, SEWER LINES, DRAINAGE, FINISH FLOOR ELEVATIONS, PROPERTY LINE LOCATIONS, EXISTING VEGETATION LOCATIONS, AND ETC.
4. ALL FINISH FLOOR ELEVATIONS SHALL BE CONFIRMED BY LOCAL MUNICIPALITY OR A LICENSED CIVIL ENGINEER OR LICENSED SURVEYOR.
5. PRIOR TO START OF CONSTRUCTION, THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL VERIFY ALL GRADES, LINES, LEVELS, DIMENSIONS AND COORDINATE EXISTING CONDITIONS AT THE JOB SITE WITH THE PLANS AND SPECIFICATIONS. THEY SHALL REPORT ANY INCONSISTENCIES OR ERRORS IN THE CONSTRUCTION DOCUMENTS TO THE ARCHITECT AND ENGINEER OF RECORD BEFORE COMMENCING WORK. THE CONTRACTOR AND HIS SUB-CONTRACTORS SHALL LAY OUT THEIR WORK FROM ESTABLISHED REFERENCE POINTS AND BE RESPONSIBLE FOR ALL LINES, ELEVATIONS AND MEASUREMENTS IN CONNECTION WITH THEIR WORK. THE CIVIL ENGINEER OF RECORD SHALL ESTABLISH THE +0'-0" FINISHED FLOOR BASE ELEVATION - REFERENCE CIVIL ENGINEERING PLANS FOR THE HEIGHT.

RAMS CAR CARE CENTER

3551-3559 NW 19 STREET, BLDG #5
LAUDERDALE LAKES, FL 33311

ELEVATION:



ABBREVIATIONS:

@	AT	H.C.	HOLLOE CORE
ACT	ACOUSTICAL TILE	H.M.	HOLLOW METAL
ADJ.	ADJUSTABLE	H.V.A.C.	HEATING, VENTILATION. & AIR CONDITIONING
A.B.	ANCHOR BOLT		
A.C.	AIR CONDITIONING	INSUL.	INSULATION
AFF	ABOVE FINISH FLOOR	INV.	INVERT
ALUM.	ALUMINUM	LAM.	LAMINATED
ALT.	ALTERNATE	MAT.	MATERIAL
BD.	BOARD	M.C.	MECHANICAL CONTRACTOR
BLDG.	BUILDING	M.H.	MAN HOLE
B.M.	BENCH MARK	MLDG.	MOLDING
B.O.	BOTTOM OF	MTL. MET.	METAL
BRG.	BRIDGING OR BEARING	MIN.	MINIMUM
C/C	CENTER TO CENTER	M.T.	METAL THRESHOLD
CL	CENTER LINE	N.I.C.	NOT IN CONTRACT
CAB.	CABINET	NO.	NUMBER
C.B.	CATCH BASIN	NOM.	NOMINAL
C.I.	CAST IRON	O.C.	ON CENTER
CER.	CERAMIC	OPG.	OPENING
CLG.	CEILING	O.W.	OPEN WEB
C.O.	CLEAN OUT	P.C.	PLUMBING CONTRACTOR
CONC.	CONCRETE	PL	PLATE
COORD.	COORDINATE	PT.	PRESSURE TREADED
COL.	COLUMN	P.S.I.	POUNDS PER SQARE INCH
CONT.	CONTINUOUS	R.A.	RETURN AIR
DET.	DETAIL	RM.	ROOM
DN.	DOWN	REQ'D	REQUIRED
DK.	DECK	REIN.	REINFORCING
D.S.	DOWN SPOUT	S.B.	SPALSH BLOCK
D.W.	DRY WALL	SCH.	SCHEDULE
DWG.	DRAWING	SEC.	SECTION
E.C.	ELECTRICAL CONTRACTOR	S.C.	SOLID CORE
EL. ELEV.	ELEVATION	SIM.	SIMILAR
ELEC.	ELECTRICAL	S.S.	STAINLESS STEEL
EX./EXIST	EXISTING	S.V.B.	STRAIGHT VINYL BASE
EXP.	EXPOSED OR EXPANSION	SPEC.	SPECIFICATION
F.E.	FIRE EXTINGUISHER	T.O.	TOP OF
F.F.	FINISHED FLOOR	T.O.F.	TOP OF FOOTING
FIN.	FINISH	T.O.P.	TOP OF PLATE
FLR.	FLOOR	T.O.S.	TOP OF STEEL
F.S.	FULL SIZE	TYP.	TYPICAL
F.T	FOOT OR FEET	THK.	THICK OR THICKNESS
FTG.	FOOTING	T&G	TOUNGUE AND GROOVE
G.C.	GENERAL CONTRACTOR	UNO	UNLESS NOTED OTHERWISE
GL.	GLASS OR GLAZING	V.C.T.	VINYL COMPOSITION TILE
G.PT.	GLAZED PAINT	V.C.B.	VINYL COVE BASE
GYP.	GYPSUM	VIF	VERIFY IN FIELD
GWB	GYPSUM WALL BOARD	W/	WITH
H.B.	HOSE BIB	W.I.	WROUGHT IRON
HGT.	HEIGHT	WD.	WOOD
HRD'R.	HARDENER	W.W.F.	WELDED WIRE FABRIC

WALL LEGEND:

- EXISTING CMU WALL
- EXISTING INTERIOR WALL
- EXISTING FIRE RATED PARTITION WALL
- CMU WALL
- CMU WALL, W/ ONE SIDE 1x PT FURRING & GYPSUM BOARD
- CMU WALL, W/ ONE SIDE 2x PT FURRING & GYPSUM BOARD
- CMU WALL, W/ ONE SIDE 1-5/8" MTL. STUD & GYPSUM BOARD
- PARTITION WALL (PARTTY WALL)- CMU WALL, W/ 1-5/8" MTL. STUD, (SFAB) & 5/8" GYPSUM BOARD ON EACH SIDE. NOTE: FIRE RATED PARTITION WALL
- PARTITION WALL (PARTTY WALL)- CMU WALL, W/ 2x PT FURRING, (SFAB) & 5/8" GYPSUM BOARD ON EACH SIDE. NOTE: FIRE RATED PARTITION WALL
- INTERIOR WALL
- INTERIOR FIRE RATED PARTITION WALL

ARCHITECTURAL SYMBOLS:

- 1 — REVISION MARKER
- ELEVATION MARK
- 101 — ROOM NUMBER
- D101 — DOOR TAG- REFER TO DOOR SCHEDULE
- W101 — WINDOW TAG- REFER TO WINDOW SCHEDULE
- P1 — WALL DETAIL, REFER TO PARTITION DETAILS
- 1 — FIXTURE TAG
- SECTION LETTER / SHEET NUMBER — WALL SECTION
- SECTION LETTER / SHEET NUMBER — BUILDING SECTION
- DETAIL NUMBER / SHEET NUMBER — DETAIL

PROJECT DATA:

PROJECT DESCRIPTION:

SCOPE INCLUDE AN INTERIOR TENANT IMPROVEMENT WHICH INCLUDE NEW BATHROOMS, OFFICE AREA AND EQUIPMENT.

PROJECT INFORMATION:

OWNER: LAST MILE BCC BH 1 LLC

ADDRESS: 3551-3559 NW 19 STREET, BLDG #5
LAUDERDALE LAKES, 33311

FOLIO: 4942 30 00 0270

LEGAL: 30-49-42 A POR OF S1/2 SEC 30 DESC AS: COMM SE COR OF SE1/4 OF SW1/4 OF SW1/4 SEC 30,N 35 ALG E/L SE1/4 TO POB,CONT N 282.66 ALG E/L,ELY 1956.89 TO PT E/L OF SW1/4 OF SW 1/4 OF SE1/4 SEC 30,S 282.66 ALG E/L SW1/4,WLY 1955.39 TO POB

ZONING AND CODE INFORMATION:

ZONING: B-4
OCCUPANCY: INDUSTRIAL-F1
CONSTRUCTION TYPE: II-B
ALTERATION LEVEL: II
CURRENT USE: WAREHOUSE
PROPOSED USE: AUTOMOTIVE REPAIR
FLOOD ZONE: ZONE-X, REFER TO SURVEYORS DWG'S.

FLORIDA BUILDING CODE:

FBC-2023 8th EDITION BUILDING CODE & FBC-2023, 8TH EDITION BUILDING CODE EXISTING
FBC EC= FLORIDA BUILDING CODE ENERGY CONSERVATION 2023
NEC= NFPA 70 2020 EDITION, NATIONAL ELECTRICAL CODE
FS= FLORIDA STATUTES
FLORIDA FIRE PREVENTION CODE, 8TH EDITION
NFPA 101: LIFE SAFETY CODE 2021 EDITION
ACCESSIBILITY CODE: 2023 FLORIDA ACCESSIBILITY CODE
NFPA 13

BUILDING DATA:

TOTAL BUILDING AREA:	34,880 SF
WORK AREA ONLY:	10,750 SF

DESIGN TEAM:

OWNER:
CRAIG KOODIE
3551-3559 NW 19 STREET, BLDG #5
LAUDERDALE LAKES FL 33311

ARCHITECT:
STEVE SIEBERT ARCHITECTURE
1010 GATEWAY BLVD, SUIT 103
BOYNTON BEACH, FL 33426
(561) 880-7894
STEVE@STEVESIEBERT.COM

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BOYNTON BEACH, FL 33426
PH. 561.880.7894
Steve@stevesiebert.com
www.stevesiebert.com

STEVEN W. SIEBERT
FLORIDA AR0017834

RAMS CAR CARE CENTER
3551-3559 NW 19 STREET, BLDG #5
LAUDERDALE LAKES, FL 33311

SPA

THE WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB, AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS.
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PROJECT NO: 25-679
DATE: 8/2/2025
DRAWN BY: M.H.
CHECKED BY: S.S.

DELTA	REV. #	REVISION	DATE

COVER SHEET

CS.1

ALTA/NSPS LAND TITLE SURVEY

TO: FIRST AMERICAN TITLE INSURANCE COMPANY, LAST MILE BCC BH I, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PINNACLE BANK, A TENNESSEE BANKING CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR; ALAN J. MARCUS, ATTORNEY AT LAW; AND EBI CONSULTING:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEY, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 7(B)(1), 7(C), 8, 9, 13, 14, 16, 17, 19, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 5/10/2022.

DATE OF PLAT OR MAP: 11/17/2022

PETER G. JOHNSON
PROFESSIONAL SURVEYOR AND MAPPER LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB 8173

SURVEYOR'S NOTES

- TITLE COMMITMENT BY: FIRST AMERICAN TITLE INSURANCE COMPANY
- COMMITMENT NUMBER: 1062-6085265, EFFECTIVE: NOVEMBER 29, 2022 AT 8:00 AM
- DATE OF FIELD SURVEY: 5/10/2022
- THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH BASED ON THE NORTH LINE OF PARCEL 2. THE BEARING IS DENOTED AS S 89°00'25" E PER GPS COORDINATE OBSERVATIONS, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83-2011.
  LATITUDE = N26°09'05.4468"
  LONGITUDE = W80°11'55.4917"
  CONVERGENCE ANGLE = N 00°21'11.4044" W
- THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO NW 38TH AVENUE AND NW 19TH STREET, ALL BEING PUBLICLY DEDICATED RIGHT-OF-WAYS.
- THERE WERE NOT ANY CEMETERIES OBSERVED ON THE DEPICTED PROPERTY AT THE TIME OF SURVEY.
- SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.
- AT THE TIME OF THE ALTA SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT EARTH WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- AT THE TIME OF THE ALTA SURVEY, THERE WERE NO CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND PROVIDED BY THE CONTROLLING JURISDICTION OR OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.
- AT THE TIME OF THE ALTA SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.
- THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF NW 38TH AVENUE AND NW 19TH STREET, WHICH ABUTS THE NW CORNER OF PARCEL 3.
- WITH REGARD TO TABLE A ITEM 20, NO WETLAND DELINEATIONS WERE OBSERVED OR LOCATED AT TIME OF FIELD SURVEY, MAY 10, 2022.

3435-3699 NW 19TH STREET

ZONING INFORMATION

PROPERTY IS CURRENTLY ZONED:
B-4, INTENSE BUSINESS DISTRICT

ITEM	REQUIRED	NOTES:
PERMITTED USE	LIGHT INDUSTRIAL & STORAGE	BECAUSE THERE MAY BE A NEED FOR INTERPRETATION OF THE APPLICABLE ZONING CODES, WE REFER YOU TO BROWARD COUNTY FOR ZONING LAWS AND APPLICABLE CODES.
MIN. LOT AREA	2 ACRES	ZONING PROVIDED BY: GLOBAL ZONING LLC GLOBAL JOB #GZ 18910 CLIENT REF. #1122003258 DATED: JUNE 30, 2022 LAURA LYNCH LAURA.LYNCH@GLOBALZONING.COM 405-421-5377
MIN. LOT WIDTH	150'	
MAX. BLDG COVERAGE	40%	
MIN. SETBACKS FRONT	25', 50' FROM R/W OF ANY TRAFFICWAY	
MIN. SETBACKS SIDE	20' STREET, NONE INTERIOR	
MIN. SETBACKS INTERIOR SIDE	NONE REQUIRED	
MIN. SETBACKS REAR	10'	PARKING INFORMATION: WAREHOUSES: 1 PARKING SPACE PER 1,000 SQUARE FEET GROSS FLOOR AREA OFFICES: 1 PARKING SPACE PER 300 SQUARE FEET GROSS FLOOR AREA (SECTION 801.4.7)
MAX. BUILDING HEIGHT	SEE NOTE	
PARKING REGULAR	N/A	MAX. BUILDING HEIGHT: 50 FEET; 1 FOOT IN HEIGHT FOR EVERY 2 FEET IN DISTANCE WHEN 100 FEET FROM A RESIDENTIAL ZONE (SECTION 704.5.5)
PARKING HANDICAP	N/A	
PARKING TOTAL	N/A	

1814-1838 & 1842-1896 NW 38TH AVENUE

ZONING INFORMATION

PROPERTY IS CURRENTLY ZONED:
CW, WITHIN TRANSECT AND COMMERCE PARK OVERLAY

ITEM	REQUIRED	NOTES:
PERMITTED USE	SEE NOTE	BECAUSE THERE MAY BE A NEED FOR INTERPRETATION OF THE APPLICABLE ZONING CODES, WE REFER YOU TO BROWARD COUNTY FOR ZONING LAWS AND APPLICABLE CODES.
MIN. LOT AREA	NONE REQUIRED	ZONING PROVIDED BY: GLOBAL ZONING LLC GLOBAL JOB #GZ 18909 CLIENT REF. #1122003257 DATED: AUGUST 15, 2022 SHELLY LABUS SHELLY.LABUS@GLOBALZONING.COM 405-286-2470
MIN. LOT WIDTH	NONE REQUIRED	
MAX. BLDG COVERAGE	NONE REQUIRED	
MIN. SETBACKS FRONT	10'	
MIN. SETBACKS SIDE	10'	
MIN. SETBACKS INTERIOR SIDE	NONE REQUIRED	
MIN. SETBACKS REAR	10'	PARKING INFORMATION: CHURCH: 1 PARKING SPACE FOR EACH 50 SQUARE FEET OF AUDITORIUM OR CHAPEL AREA, NOT INCLUDING SUNDAY SCHOOL CLASSROOMS (6,625 SQUARE FEET ÷ 50 SQUARE FEET = 133 PARKING SPACES)
MAX. BUILDING HEIGHT	50'	
PARKING REGULAR	449	DENTAL OFFICE: 1 PARKING SPACE FOR EACH 200 SQUARE FEET OF GROSS FLOOR AREA: (1,875 ÷ 200 SQUARE FEET = 9 PARKING SPACES)
PARKING HANDICAP	N/A	OFFICE: 1 PARKING SPACE FOR EACH 250 SQUARE FEET OF GROSS FLOOR AREA INCLUDING COVERED WALKWAYS: (3,292 ÷ 250 SQUARE FEET = 13 PARKING SPACES)
PARKING TOTAL	449	RESTAURANT: 1 PARKING SPACE FOR EACH 50 SQUARE FEET OF CUSTOMER SERVICE FLOOR AREA, AND 1 PARKING SPACE FOR EACH OTHER 200 SQUARE FEET OF OTHER AREA: (5,950 ÷ 500 SQUARE FEET = 119 PARKING SPACES)
		RETAIL AND PERSONAL SERVICE: 1 PARKING SPACE FOR EVERY 200 SQUARE FEET OF GROSS FLOOR AREA: (20,375 ÷ 200 SQUARE FEET = 102 PARKING SPACES)
		WAREHOUSE: 1 PARKING SPACE FOR EACH 500 SQUARE FEET OF GROSS FLOOR AREA (TABLE 6.5-2) (35,504 ÷ 200 SQUARE FEET = 73 PARKING SPACES)
		449 TOTAL PARKING SPACES REQUIRED
		PERMITTED USE: WAREHOUSE, OFFICE, RESTAURANT, SMOKE SHOP, DENTAL OFFICE, CHURCH, SERVICE SALON, OFFICE, AND RETAIL TATTOO SHOP.

TITLE LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF TRACT B, INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF TRACT B, INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND RUN ON ASSUMED HEARING OF S.0°51'22"E., ALONG THE EAST LINE OF SAID TRACT B FOR 487.33 FEET TO THE POINT OF THE BEGINNING; THENCE RUN S.89°01'55"W., FOR 262.43 FEET; THENCE RUN S.0°58'05"E., ALONG A LINE PARALLEL TO AND 355 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO WEST LINE OF AFORESAID TRACT B FOR 255.00 FEET; THENCE RUN N.89°01'55"E., FOR 261.93 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF TRACT B; THENCE RUN N.0°51'22"W., ALONG THE AFORESAID EAST LINE OF TRACT B FOR 255.00 FEET TO THE POINT OF THE BEGINNING.

PARCEL 2:

A PORTION OF THE SOUTH ½ OF SECTION 30, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 30, RUN N.0°02'42"E., ALONG THE EAST BOUNDARY OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.0°02'42"E., ALONG THE PRECEDING COURSE A DISTANCE OF 282.66 FEET; THENCE S.89°36'41"E., ALONG A LINE PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION 30, A DISTANCE OF 1956.89 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE S.0°20'55"W., ALONG SAID EAST BOUNDARY A DISTANCE OF 282.66 FEET TO A POINT ON A LINE THAT IS 35 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION 30; THENCE N.89°36'41"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 1955.39 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PORTION OF TRACT B, INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT B, INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 85, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND RUN ON AN ASSUMED BEARING OF S.89°21'10"W., ALONG THE NORTH LINE OF SAID TRACT B FOR 218.25 FEET TO A POINT OF CURVATURE; THENCE RUN WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 90°19'15" FOR AN ARC DISTANCE OF 39.41 FEET TO A POINT OF TANGENCY; THENCE RUN S.0°58'05"E., ALONG A LINE PARALLEL TO AND 375.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT B FOR 228.55 FEET; THENCE RUN N.89°01'55"E., FOR 242.89 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF AFORESAID TRACT B; THENCE RUN N.0°51'22"W., ALONG THE EAST LINE OF SAID TRACT B FOR 252.33 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PORTION OF TRACT B, INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT B, INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND RUN ON AN ASSUMED BEARING OF S.0°51'22"E., ALONG THE EAST LINE OF SAID TRACT B FOR 252.33 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°01'55"W., FOR 242.89 FEET; THENCE RUN S.0°58'05"E., ALONG A LINE PARALLEL TO AND 375.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLE, TO THE WEST LINE OF AFORESAID TRACT B FOR 25.67 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 150 FEET AND A CENTRAL ANGLE OF 21°02'22" FOR AN ARC DISTANCE OF 55.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 150 FEET AND A CENTRAL ANGLE OF 21°02'22" FOR AN ARC DISTANCE OF 55.08 FEET TO A POINT OF TANGENCY; THENCE RUN S.0°58'05"E., ALONG A LINE PARALLEL TO AND 355 FEET EAST OF AS MEASURED AT RIGHT ANGLES, TO THE AFORESAID WEST LINE OF TRACT B FOR 101.63 FEET; THENCE RUN N.89°01'55"E., FOR 262.43 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF TRACT B; THENCE RUN N.0°51'22"W., ALONG THE AFORESAID EAST LINE OF TRACT B FOR 235.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

NONEXCLUSIVE ACCESS EASEMENT AS DESCRIBED IN THAT CERTAIN NONEXCLUSIVE ACCESS EASEMENT DEED RECORDED MARCH 30, 1988, IN BOOK 15309, PAGE 605 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH ½ OF THE SOUTH ½ OF SECTION 30, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE RUN S.89°38'21" W. ALONG THE SOUTHERLY LINE OF SAID SECTION 30 FOR 1955.23 FEET; THENCE RUN N.0°23'29" W. ALONG THE WESTERLY LINE AND THE SOUTHERLY PROLONGATION THEREOF OF "SUNSET MEMORIAL GARDENS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. FOR 317.66 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN S.89°38'21" W. ALONG A LINE 317.66 FEET NORTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 30 FOR 44.00 FEET; THENCE RUN N.0°23'29" W. ALONG A LINE PARALLEL WITH AND 44.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE WESTERLY BOUNDARY LINE OF SAID PLAT OF "SUNSET MEMORIAL GARDENS" FOR 69.00 FEET; THENCE N.89°38'21" E. ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 30 FOR 44.00 FEET; THENCE RUN S.0°23'29" E. ALONG THE WESTERLY BOUNDARY LINE OF SAID PLAT OF "SUNSET MEMORIAL GARDENS" FOR 69.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

NONEXCLUSIVE EASEMENT AS DESCRIBED IN THAT CERTAIN RECIPROCAL EASEMENT FOR INGRESS, EGRESS, TRAFFIC FLOW AND PARKING RECORDED NOVEMBER 21, 2002, IN BOOK 34145, PAGE 393 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT "B", INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHEAST CORNER OF TRACT "B", INDUSTRIAL "100" UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 85, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND RUN ON AN ASSUMED BEARING OF S.0°51'22" E. ALONG THE EAST LINE OF SAID TRACT "B" FOR 742.33 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°01 '55" W. FOR 261.93 FEET; THENCE RUN S.0°58'05" E. ALONG A LINE PARALLEL TO AND 355 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF AFORESAID TRACT "B" FOR 215.00 FEET; THENCE RUN N.89°01'55" E. FOR 261.47 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID EAST LINE OF TRACT "B"; THENCE RUN N.0°51'22" W. ALONG THE AFORESAID EAST LINE OF TRACT 'B" FOR 235.00 FEET TO THE POINT OF BEGINNING.

THE LAND DESCRIBED ABOVE AND SHOWN HEREON IS THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NO. 1062-6085265, WITH AN EFFECTIVE DATE OF NOVEMBER 29, 2022 AT 8:00 AM.

NOTES CORRESPONDING TO SCHEDULE B

9. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF INDUSTRIAL "100" UNIT ONE, AS RECORDED IN PLAT BOOK 85, PAGE(S) 3, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (AS TO PARCELS 1, 3, AND 4)
(AFFECTS, PLOTTED AND SHOWN)
10. DEVELOPER'S AGREEMENT RECORDED IN BOOK 3301, PAGE 149. (AS TO PARCEL 2)
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)
11. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY RECORDED IN BOOK 4949, PAGE 156. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
12. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY RECORDED IN BOOK 5139, PAGE 965. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
13. DEVELOPER'S AGREEMENT RECORDED IN BOOK 5267, PAGE 14; BILL OF SALE ABSOLUTE RECORDED IN BOOK 6083, PAGE 641. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
14. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY, RECORDED IN BOOK 5305, PAGE 976. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
15. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY RECORDED IN BOOK 5305, PAGE 978. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
16. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY RECORDED IN BOOK 5507, PAGE 484. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
17. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY RECORDED IN BOOK 5686, PAGE 87. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
18. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY RECORDED IN BOOK 5507, PAGE 486. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
19. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY RECORDED IN BOOK 5686, PAGE 89. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
20. EASEMENT RECORDED IN BOOK 6778, PAGE 502. (AS TO PARCEL 2)
(UNABLE TO DETERMINE, DOCUMENT IS ILLEGIBLE)
21. INTENTIONALLY DELETED
22. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN BOOK 7052, PAGE 809. (AS TO PARCELS 1, 3, AND 4)(AFFECTS, PLOTTED AND SHOWN)
23. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN BOOK 7387, PAGE 550. (AS TO PARCELS 1, 3, AND 4)
(AFFECTS, PLOTTED AND SHOWN)
24. EASEMENT AGREEMENT WITH THE CITY OF LAUDERHILL RECORDED IN BOOK 7387, PAGE 552. (AS TO PARCELS 3 AND 4)
(AFFECTS, PLOTTED AND SHOWN)
25. EASEMENT IN FAVOR OF BROWARD COUNTY RECORDED IN BOOK 7732, PAGE 36. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
26. INTENTIONALLY DELETED
27. OWNER'S AGREEMENT RECORDED IN BOOK 11069, PAGE 918; BILL OF SALE ABSOLUTE RECORDED IN BOOK 11402, PAGE 100. (AS TO PARCEL 2)
(AFFECTS PARCEL 2, BLANKET IN NATURE)
28. OWNER'S AGREEMENT RECORDED IN BOOK 11732, PAGE 864. (AS TO PARCEL 2)
(AFFECTS PARCEL 2, BLANKET IN NATURE)
29. EASEMENT IN FAVOR OF FAIRFIELD COMMUNITIES, INC., RECORDED IN BOOK 15309, PAGE 580. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
30. TERMS AND PROVISIONS CONTAINED IN THE NONEXCLUSIVE ACCESS EASEMENT DEED IN FAVOR OF EVERDEN INVESTMENTS CO., LIMITED, RECORDED IN BOOK 15309, PAGE 605. (AS TO PARCEL 2)
(AFFECTS, PLOTTED AND SHOWN)
31. RESOLUTION NO. 94-13 RECORDED IN BOOK 21747, PAGE 805. (AS TO PARCELS 1, 3, AND 4)
(AFFECTS, PLOTTED AND SHOWN)
32. TERMS AND PROVISIONS CONTAINED IN THE RECIPROCAL EASEMENT FOR INGRESS EGRESS, TRAFFIC FLOW AND PARKING, BY AND BETWEEN, LINCOLN TWO INDUSTRIAL, LTD., AND STEVEN J. COOPERMAN, AS TRUSTEE, RECORDED IN BOOK 34145, PAGE 393. (AS TO PARCEL 1)
(AFFECTS PARCEL 1, BLANKET IN NATURE)
33. GRANT OF NON-EXCLUSIVE EASEMENT FOR UTILITY INSTALLATION AND MAINTENANCE IN FAVOR OF CITY OF LAUDERHILL, RECORDED IN INSTRUMENT NO. 117066184. (AS TO PARCEL 3)
(AFFECTS, PLOTTED AND SHOWN)

FEMA FLOOD NOTE

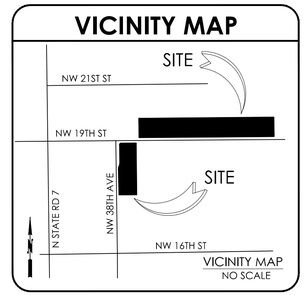
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "X", "AE", AND "AH" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12011C0364H, WHICH BEARS AN EFFECTIVE DATE OF 8/18/2014 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

ZONE "AE" - THE BASE FLOODPLAIN WHERE BASE FLOOD ELEVATIONS ARE PROVIDED. AE ZONES ARE NOW USED ON NEW FORMAT FIRMS INSTEAD OF A1-A30 ZONES.

ZONE "AH" - AREAS WITH A 1% ANNUAL CHANCE OF SHALLOW FLOODING, USUALLY IN THE FORM OF A POND, WITH AN AVERAGE DEPTH RANGING FROM 1 TO 3 FEET. THESE AREAS HAVE A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30-YEAR MORTGAGE. BASE FLOOD ELEVATIONS DERIVED FROM DETAILED ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THESE ZONES.

VICINITY MAP



BUILDINGS

(1) BUILDING A
26,958 SQUARE FEET
HEIGHT 16.3'

(1) BUILDING B
25,423 SQUARE FEET
HEIGHT 16.3'

(1) BUILDING C
23,917 SQUARE FEET
HEIGHT 16.0'

(5) BUILDING D
34,868 SQUARE FEET
HEIGHT 17.4'

(3) BUILDING E
34,858 SQUARE FEET
HEIGHT 17.4'

PARKING

STANDARD
620 SPACES

HANDICAPPED
22 SPACES

PARALLEL
39 SPACES

OTHER
681 SPACES

PARCEL INFO

PARCEL 1
66,856 SQUARE FEET
1.534 ACRES

PARCEL 2
552,923 SQUARE FEET
12.693 ACRES

PARCEL 3
61,380 SQUARE FEET
1,409 ACRES

PARCEL 4
60,135 SQUARE FEET
1.380 ACRES

TOTAL PARCELS
741,294 SQUARE FEET
17.016 ACRES

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE SURVEY

SEE SHEET 2 OF 2 FOR SURVEY DRAWING

EBI Consulting
ENVIRO BUSINESS, INC.
21 B Street | Burlington, MA 01803
Tel: (781) 273-2500 | www.ebiconsulting.com

COORDINATED BY:

SIGNED BY:

PETER G. JOHNSON
LICENSE NUMBER
5913
STATE OF FLORIDA
Professional Surveyor and Mapper

DATE: 01-04-2023

NAME: PETER G. JOHNSON

LICENSE NO: 5913

Surveying Engineering Mapping

SURVEYED BY:

BLEW & ASSOCIATES, P.A.

NO	DESCRIPTION	DATE	BY
1	CLIENT COMMENTS	12/9/2022	RM
2	UPDATED CERTIFICATE	01/06/2024	AJ
3			
4			
5			
6			
7			
8			

SUBMITTAL

DRAWN BY: RM

REVIEWED BY: KAF

BLEW PROJECT NO: 22-3524.01

DATE OF FIELD SURVEY: 11/17/2022

PROJECT TITLE: LAUDERDALE LAKES, FL

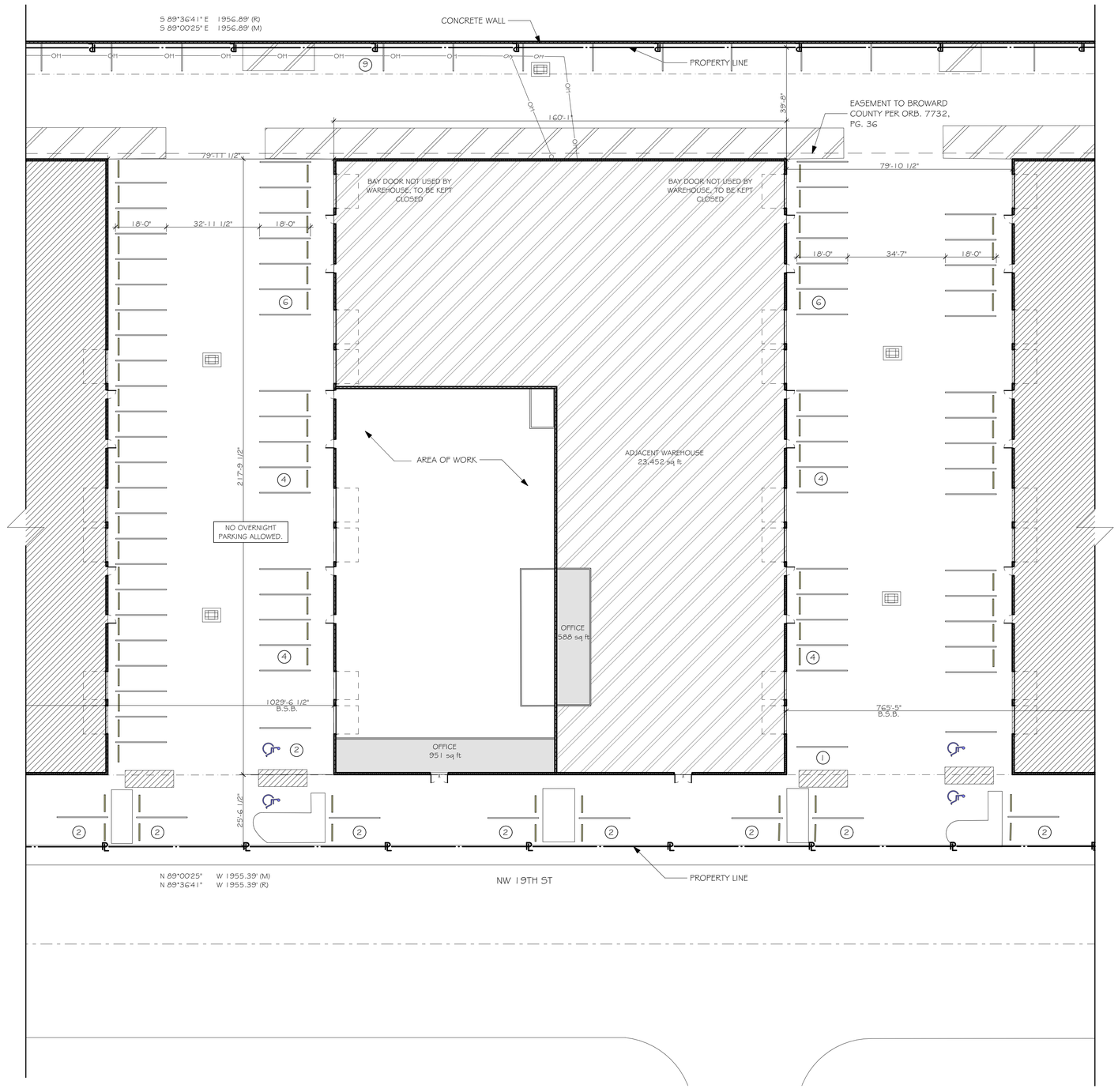
SHEET TITLE: TITLE COMMITMENT BY: FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 1062-6085265 EFFECTIVE DATE: NOVEMBER 29, 2022 AT 8:00 AM DATE OF FIELD SURVEY: 5/10/2022

SITE ADDRESS: 1814 NW 38TH AVENUE LAUDERDALE LAKES, FLORIDA 33311

PROJECT NO. 1122007984

SHEET NO. 1 OF 2

/Volumes/SSA Projects/Active Projects/25-679 3535 NW 19th St. BLDG #5 - Levy /25-679 3535 NW 19TH ST BLDG#5 - LEVY.pln LAST SAVED BY: Simeon Kirilov LAST SAVED::8/20/25 @ 2:30 PM



SITE PLAN
SCALE: 1" = 20'

PROJECT DATA:

PROJECT & OWNER INFORMATION:

OWNER: CRAIG KOODIE

ADDRESS: 3551-3559 NW 19 STREET, BLDG #5
LAUDERDALE LAKES, FL 33311

P.C.N.: 4942 30 00 0270

LEGAL: 30-49-42 A POR OF S1/2 SEC 30 DESC AS: COMM SE COR OF SE1/4 OF SW1/4 OF SW1/4 SEC 30,N 35 ALG E/L SE1/4 TO POB,CONT N 282.66 ALG E/L,ELY 1956.89 TO PT E/L OF SW1/4 OF SW 1/4 OF SE1/4 SEC 30,S 282.66 ALG E/L SW1/4,WLY 1955.39 TO POB

ZONING AND CODE INFORMATION:

ZONING: B-4
CONSTRUCTION TYPE: II-B
CURRENT USE: WAREHOUSE
PROPOSED USE: AUTOMOTIVE REPAIR
FLOOD ZONE: ZONE-X

SITE/LAND DATA:

	REQUIRED	EXISTING	PROPOSED
TOTAL SITE AREA:		552,922 SF (12.69 ACRES)	
LAND USE:	N/A	INTENSE BUSINESS	INTENSE BUSINESS
ZONING:	N/A	B-4	B-4
MIN. LOT SIZE:	2 ACRES	12.69	12.69 (NO CHANGE)
MIN. LOT WIDTH:	150'	1,956'	1,956' (NO CHANGE)
MIN. GREEN SPACE**:	-	UNKNOWN, EXIST.	UNKNOWN, NO CHANGE
MAX. HEIGHT:	50'	18'	18' (NO CHANGE)

SETBACKS:

	REQUIRED	EXISTING	PROPOSED
FRONT(SOUTH):	25'	25'-6"	25'-6" (NO CHANGE)
REAR (NORTH):	10'	39'-8"	39'-8" (NO CHANGE)
SIDE INTERIOR (WEST):	20'	1,029'-6"	1,029'-6" (NO CHANGE)
SIDE INTERIOR (EAST):	20'	765'-5"	765'-5" (NO CHANGE)

**NO LANDSCAPE WORK IS PROPOSED, ALL TO REMIAN EXISTING.

BUILDING DATA:

TOTAL EXISTING BUILDING AREA: APPROX. 34,870 SQFT

PROPOSED UNIT FLOOR: APPROX. 10,750 SQFT

PARKING DATA:

	REQUIRED	PROPOSED
BUSINESS (1/300)(1,500 TOTAL)	5 SPACES	
WAREHOUSE (1/1000)(23,452)	24 SPACES	
AUTOMOTIVE 3+ (3/BAY)(6 BAYS)	21 SPACES	—
TOTAL BUILDING #5 SPACES*	50 SPACES	50 SPACES

*COUNT INCLUDES (2) ADA PARKING SPACES.

DRAWING ABBREVIATIONS

U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.A.E.	LIMITED ACCESS EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
S.B.	SETBACK
B.S.B	BUILDING SETBACK
PROP. B.S.B.	PROPOSED BUILDING SET BACK
E.O.W.	EDGE OF WATER
L.B.E.	LANDSCAPE BUFFER EASEMENT
R.O.W	RIGHT OF WAY
CB.	CATCH BASIN

NOTE: ARCHITECT OF RECORD IS NOT RESPONSIBLE FOR ANY SURVEY/CIVIL WORK AND/OR ANY SUCH DRAWINGS THAT ARE INSERTED INTO THIS SET AND/OR LACK THERE OF. THIS INCLUDES BUT IS NOT LIMITED TO THE PROPOSED AND/OR EXISTING CONDITIONS OF GRADING, PARKING, DRIVEWAYS, SEWER LINES, DRAINAGE, FINISH FLOOR ELEVATIONS, PROPERTY LINE LOCATIONS, EXISTING VEGETATION LOCATIONS, AND ETC. ALL FINISH FLOOR ELEVATIONS SHALL BE CONFIRMED BY THE ADJUDICATING CITY OR A LICENSED CIVIL ENGINEER.

Sunshine State One Call 811 OF FLORIDA, INC.

STEVE SIEBERT ARCHITECTURE
1010 GATEWAY BLVD, SUIT 103
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FLORIDA AR0017834

RAMS CAR CARE CENTER
3551-3559 NW 19 STREET, BLDG #5
LAUDERDALE LAKES, FL 33311

SPA

THE WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB, AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS.
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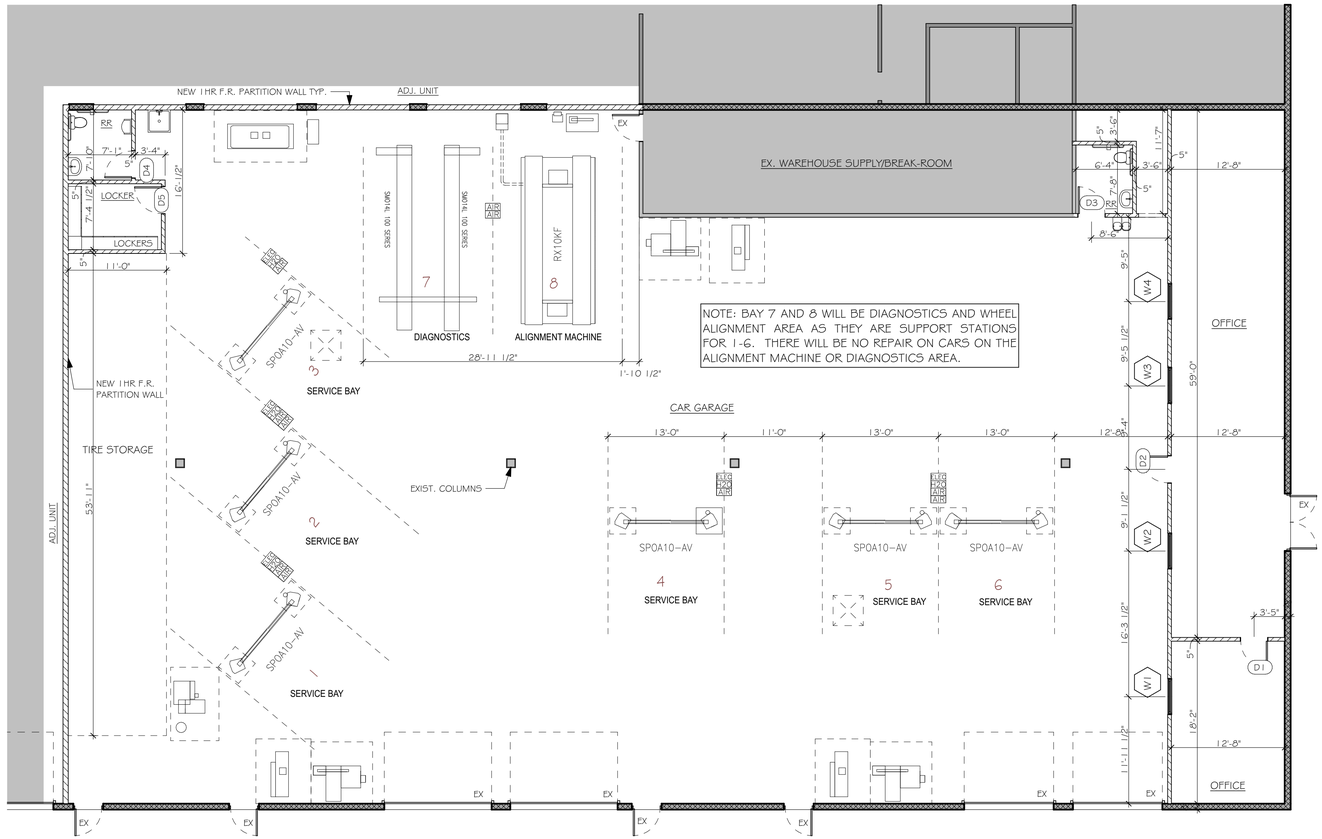
PROJECT NO: 25-679
DATE: 8/2/2025
DRAWN BY: M.H.
CHECKED BY: S.S.

DELTA	REV. #	REVISION	DATE

SITE PLAN

SP1.1

/Volumes/SSA Projects/Active Projects/25-679 3535 NW 19th St. BLDG #5 - Levy/25-679 3535 NW 19TH ST BLDG#5 - LEVY.pln LAST SAVED BY: Simeon Krilov LAST SAVED::8/20/25 @ 2:30 PM



PROPOSED FLOOR PLAN

SCALE: 1/8" = 1'-0"

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PROJECT NO: 25-679
DATE: 8/2/2025
DRAWN BY: M.H.
CHECKED BY: S.S.

DELTA	REV. #	REVISION	DATE

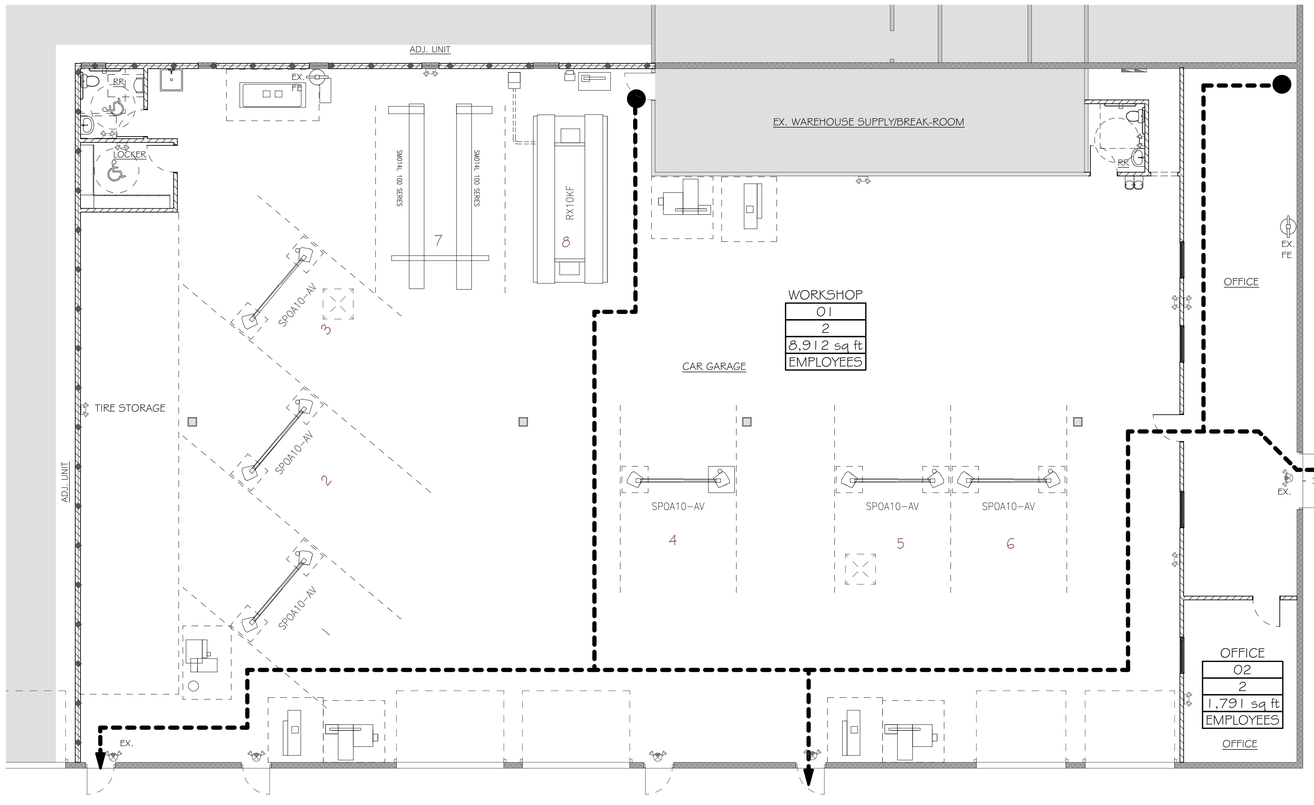
FIRST FLOOR PLAN

A1.1

LAST SAVED::8/20/25 @ 2:30 PM
LAST SAVED BY:: Simeon Krilov
/Volumes/SSA Projects/Active Projects/25-679 3535 NW 19th St. BLDG #5 - Levy/25-679 3535 NW 19TH ST BLDG#5 - LEVY.pln

GENERAL LIFE SAFETY NOTES:

1. ANY DOOR IN THE MEANS OF EGRESS SHALL MEET THE REQUIREMENTS UNDER NFPA 101(SECTION 7.2.1). DOOR LEAVES SHALL BE ARRANGED TO BE OPENED READILY FROM THE EGRESS SIDE WHENEVER THE BUILDING IS OCCUPIED PER NFPA 101 (7.2.1.5.1). LOCKS, IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY, A TOOL, OR SPECIAL KNOWLEDGE OR EFFORT FOR OPERATION FROM THE EGRESS SIDE. PER NFPA 101 7.2.1.5.3
2. ALL INTERIOR WALLS AND CEILINGS FINISHES SHALL COMPLY W/ NFPA 101 & FBC TABLE 803.11 PER APPROPRIATE OCCUPANCY
3. 7.10.1.2.2* HORIZONTAL COMPONENTS OF THE EGRESS PATH WITHIN AN EXIT ENCLOSURE SHALL BE MARKED BY APPROVED EXIT OR DIRECTIONAL EXIT SIGNS WHERE THE CONTINUATION OF THE EGRESS PATH IS NOT OBVIOUS.
4. 7.10.1.3 EXIT DOOR TACTILE SIGNAGE. TACTILE SIGNAGE SHALL BE PROVIDED TO MEET ALL OF THE FOLLOWING CRITERIA, UNLESS OTHERWISE PROVIDED IN 7.10.1.4: (1) TACTILE SIGNAGE SHALL BE LOCATED AT EACH EXIT DOOR REQUIRING AN EXIT SIGN. (2) TACTILE SIGNAGE SHALL READ AS FOLLOWS: EXIT. (3) TACTILE SIGNAGE SHALL COMPLY WITH ICC/ANSI A117.1, AMERICAN NATIONAL STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES.
5. PROVIDE KNOX BOX AS REQUIRED, COORDINATE FINAL LOCATION W/ LOCAL FIRE MARSHALL. IF REQ. BY LOCAL BY FIRE MARSHALL CONNECT ALARM CABLE TO ALARM SYSTEM
6. ABRUPT CHANGES IN ELEVATION OF WALKING SURFACES SHALL NOT EXCEED 1/4". CHANGES IN ELEVATION BETWEEN 1/4" AND 1/2" SHALL BE LEVELED 1 TO 2
7. GC SHALL WALK ALONG ANY AGRESS TO VERIFY ALL EGRESS DOORS HAVE A PANIC HARDWARE SET OR NON-LUCK ABLE LATCHES.
8. ANY LIFE SAFETY ELECTRICAL TO BE WIRED AHEAD OF ANY SWITCHES - TYPICAL
9. ALL SMOKE DETECTOR SHALL BE HARD WIRE PER CODE
10. (IF APPLICABLE) ALL EMERGENCY INCLOSED STAIR CASE SHALL BE AUTOMATIC VENTED, REFER TO MEP DWGS.
11. REFER TO ELECTRICAL ENGINEER'S DWGS. FOR EXIT SIGNAGE AND EMERGENCY LIGHTING INFORMATION
12. (IF APPLICABLE) ALL SOUND SYSTEMS SHALL TIE INTO THE FIRE ALARM AS REQUIRED PER CODE
13. (IF APPLICABLE) FOR ANY FIRE RATED SOLID CONCRETE SLAB AND/OR WALL. REFER TO FBC TABLE 721.1(2) 4-1.1 SOLID CONCRETE. GC SHALL COORDINATE CONSTRUCTION MATERIAL SELECTION TO MEET THE REQUIRED FIRE RATING PER FBC, PRIOR TO ANY CONCRETE WORK.
14. (IF APPLICABLE) FOR ANY FIRE RATED CMU WALL. REFER TO FBC TABLE 721.1(2) #3 SOLID CONCRETE MASONRY UNITS. GC SHALL COORDINATE CONSTRUCTION MATERIAL SELECTION TO MEET THE REQUIRED FIRE RATING PER FBC, PRIOR TO ANY MASONRY WORK.
15. (ONLY FOR GROUP-A) EVERY ROOM OR SPACE THAT IS AN ASSEMBLY OCCUPANCY SHALL HAVE THE OCCUPANT LOAD OF THE ROOM OR SPACE. POSTED SIGNS SHALL BE OF AN APPROVED LEGIBLE PERMANENT DESIGN AND SHALL BE MAINTAINED BY THE OWNER OR AUTHORIZED AGENT. PER FBC 1004.9
16. 17. (IF APPLICABLE)EACH NEW FIRE WALL, FIRE BARRIER, FIRE PARTITION, SMOKE BARRIER, SMOKE PARTITION, OR ANY OTHER NEW WALL REQUIRED TO HAVE PROTECTED OPENING SHALL BE PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING ABOVE ANY DECORATIVE CEILING AND IN CONCEALED SPACES WITH THE WORDING, FIRE AND SMOKE BARRIER PROTECT ALL OPENING, OR SIMILAR LANGUAGE. SUCH SIGNS OR STENCILING SHALL BE IN 4-INCH-HIGH LETTER, ½" INCH STROKE, AND NOT MORE THAN 15 FEET ON CENTER. (NFPA 101 CHAPTER 8 SECTION 8.3.2.4)
17. ANY LOCKS AND LATCHES SHALL NOT REQUIRE THE USE OF A KEY, A TOOL, OR SPECIAL KNOWLEDGE OR EFFORT FOR OPERATION FROM THE EGRESS SIDE. REFER TO NFPA 101 7.2.1.5
18. WHERE DINING SURFACES ARE PROVIDED FOR THE CONSUMPTION OF FOOD OR DRINK, AT LEAST 5 PERCENT OF THE SEATING SPACES AND STANDING SPACES AT THE DINING SURFACES SHALL COMPLY WITH 902. IN ADDITION, WHERE WORK SURFACES ARE PROVIDED FOR USE BY OTHER THAN EMPLOYEES, AT LEAST 5 PERCENT SHALL COMPLY WITH 902. PER FBC 226.1
19. FOR ANY STORAGE ROOMS W/ SPRINKLERS. PLEASE PROVIDE A MIN. 1' RED LINE ON STORAGE ROOM AREA WALLS 18" BELOW FIRE SPRINKLER HEAD LEVEL
20. EGRESS ILLUMINATION MIN. IFC PER FBC 1008. LIGHTING SYSTEM CONTROL COMPLY W/ FBC EC 405



LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

BUILDING INFORMATION

OFFICES	1,791 SF
AUTOMOTIVE	8,912 SF
TOTAL AREA:	+/-10,703 SF

OCCUPANCY CLASSIFICATION : CHAPTER 3; SECTION 302:	INDUSTRIAL-F1 (MODERATE)
CONSTRUCTION TYPE : CHAPTER 6; TABLE 601	II-B
AUTOMATIC SPRINKLER SYSTEM: PER SECTION 903.2.1.2	PREQUIRED EXIST. PROVIDED
AUTOMATIC FIRE-ALARM SYSTEM: PER SECTION 907.2	NOT REQUIRED NOT PROVIDED
TYPE OF ADJACENT OCCUPANCY: (INCLUDING FLOORS ABOVE AND BELOW)	INDUSTRIAL-F1 (MODERATE)

SEPARATION NOTES:
PER TABLE 6.1.14.4.1 (a & b).

REQUIRED SEPARATION BETWEEN INDUSTRIAL & STORAGE	1HR
REQUIRED SEPARATION BETWEEN INDUSTRIAL & INDUSTRIAL	1HR

NOTE: (IF APPLICABLE)
FIRE SEPARATION PERMITTED TO BE REDUCED BY 1-HR WHERE THE BUILDING IS PROTECTED THROUGHOUT BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM. HOWEVER, THE SEPARATION CAN NOT BE LESS THEN 1-HR RATED ASSEMBLY, PER NFPA 101 CH. 6.1.14.4.3

NUMBER OF EXITS: PER. FBC 1006.2.1	2 EXIT REQUIRED 5 EXITS PROVIDED
TOTAL EGRESS WIDTH: PER. FBC 1005.1 IS .2" PER OCCUP. 121 OCCUP. x .2=	XX REQUIRED 204 PROVIDED
EXIT ACCESS TRAVEL DISTANCE: CHAPTER 10; TABLE 1017.2:	MAX ALLOWED 200' MAX DISTANCE = XX
MAX. COMMON PATH TRAVEL LENGTH: CHAPTER 10; TABLE 1006.2.1:	MAX ALLOWED 75' MAX DISTANCE = XX
DEAD END TRAVEL DISTANCE: FBC1020.5	MAX ALLOWED 20' MAX DISTANCE = 15'
MINIMUM CORRIDOR WIDTH: PER FBC SECTION 1020.2, TABLE 1020.3	

OCCUPANCY LOAD CHART CHAPTER 10:

WAREHOUSE (1/500 NET) ..... 8,912 SF / 500	17 OCCUPANTS
BUSINESS (1/150 NET) ..... 1,791 SF / 200	8 OCCUPANTS
TOTAL:	25 OCCUPANTS

OCCUPANCY LOAD CHART (PER NFPA 101 TABLE 7.3.1.2

GEN. INDUSTRIAL (MP) ..... 8,912 SF / 500	8 OCCUPANTS
BUSINESS (1/150 NET) ..... 1,791 SF / 200	8 OCCUPANTS
TOTAL:	16 OCCUPANTS

TABLE 403.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES

OCCUPANCY	WATER CLOSET		LAVATORIES		DRINKING FOUNTAIN	SLOP SINK
	MALE	FEMALE	MALE	FEMALE		
FACTORY	1/100 = 1 REQ.		1/100 = 1 REQ.		1 PER 400	1
PROVIDED:	2		2		1	1

LEGEND

- EMERGENCY BATTERY WALL PACK W/ TWIN HEADS (MIN. 90 MINUTES BATTER LIFE)
- EXIT LIGHT FIXTURE, DIRECTION ARROWS AS SHOWN
- EXIT LIGHT FIXTURE AND EMERGENCY LIGHT COMBO (MIN. 90 MINUTES BATTER LIFE)
- FE — FIRE EXTINGUISHER (3-PROVIDED) FEC WITH 5LB ABC. (10LB IN KITCHENS) LOCATION SHALL BE APPROVED BY FIRE MARSHALL PRIOR TO INSTALLATION. REFER TO NFPA 10
- DIRECTION OF EXIT OR EXIT ACCESS
- PATH OF TRAVEL
- ROOM / 04 / 1 / XX SF / XXX GSF/P — = ROOM NAME, = ROOM NUMBER, = OCCUPANT LOAD, = ROOM AREA, = OCCUPANT LOAD FACTOR
- EO# / MAX / OC — = EXIT I.D. NUMBER, = MAX. OCCUPANT LOAD OF EXIT, = OCCUPANTS SERVED BY EXIT
- XX>EO1, XX>EO2, XX>CP — = MAX. DISTANCE TO EXIT 1, = MAX. DISTANCE TO EXIT 2, = COMMON PATH OF TRAVEL
- H / S — FIRE ALARM (HORN & STROBE)
- P — FIRE ALARM (PULL-STATION)
- FIRE ALARM (HORN)
- FS — FIRE ALARM (STROBE)
- FIRE SPRINKLER HEAD
- SDD — SMOKE DUCT DETECTOR
- 1-HR FIRE RATED PARTITION
- 2-HR FIRE RATED PARTITION
- 3-HR FIRE RATED PARTITION
- 4-HR FIRE RATED PARTITION

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RAMS CAR CARE CENTER

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LAUDERDALE LAKES, FL 33311

SPA

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PROJECT NO: 25-679
DATE: 8/2/2025
DRAWN BY: M.H.
CHECKED BY: S.S.

DELTA	REV. #	REVISION	DATE

LIFE SAFTEY PLAN

LS1.1

SCALE : 1" = 60'

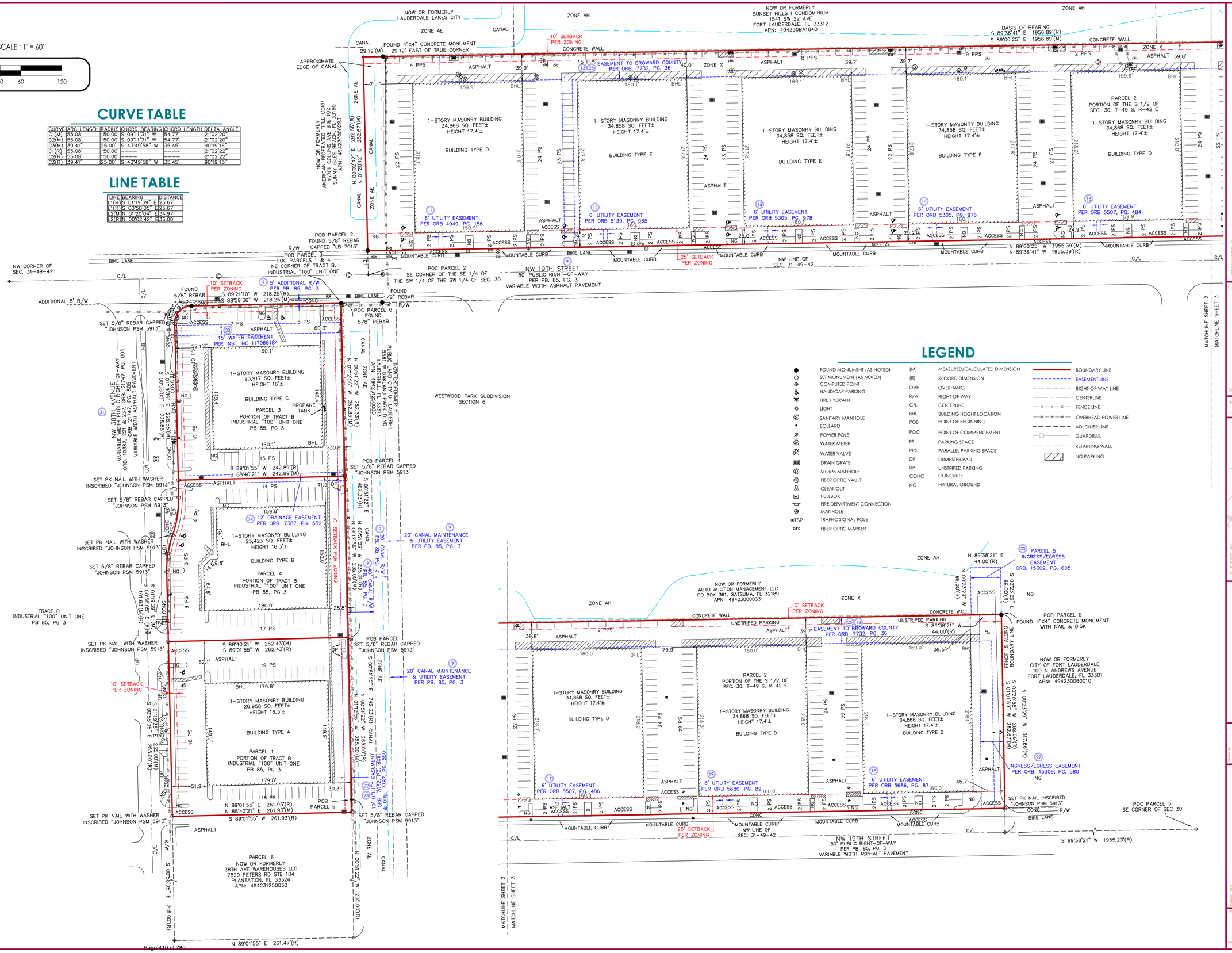
0 30 60 120

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1(M)	55.08'	150.00'	S 09°11'31" W	54.77'	21°02'20"
C2(M)	55.08'	150.00'	S 09°11'31" W	54.77'	21°02'20"
C3(M)	39.41'	25.00'	S 43°49'58" W	35.45'	90°19'16"
C1(R)	55.08'	150.00'	------	------	21°02'22"
C2(R)	55.08'	150.00'	------	------	21°02'22"
C3(R)	39.41'	25.00'	S 43°49'58" W	35.45'	90°19'15"

LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	S 01°19'39" E	25.67'
L1(R)	S 00°58'05" E	25.67'
L2(M)	N 01°20'04" E	34.97'
L2(R)	N 00°02'42" E	35.00'



LEGEND

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- COMPUTED POINT
- HANDICAP PARKING
- FIRE HYDRANT
- LIGHT
- SANITARY MANHOLE
- BOLLARD
- POWER POLE
- WATER METER
- WATER VALVE
- DRAIN GRATE
- STORM MANHOLE
- FIBER OPTIC VAULT
- CLEANOUT
- PULLBOX
- FIRE DEPARTMENT CONNECTION
- MANHOLE
- TRAFFIC SIGNAL POLE
- FIBER OPTIC MARKER

- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- OVH OVERHANG
- R/W RIGHT-OF-WAY
- C/L CENTERLINE
- BHL BUILDING HEIGHT LOCATION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PS PARKING SPACE
- PPS PARALLEL PARKING SPACE
- DP DUMPSTER PAD
- UP UNSTRIPED PARKING
- CONC CONCRETE
- NG NATURAL GROUND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- FENCE LINE
- OVERHEAD POWER LINE
- ADJOINER LINE
- GUARDRAIL
- RETAINING WALL
- NO PARKING

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ENVIRO BUSINESS, INC.
21 B Street | Burlington, MA 01803
Tel: (781) 273-2500 | www.ebiconsulting.com

COORDINATED BY:

SIGNED BY:

DATE: STAMP_DATE

NAME: PETER G. JOHNSON

LICENSE NO: 5913

Surveying Engineering Mapping
BLEW & ASSOCIATES, P.A.
SURVEYED BY:

NO	DESCRIPTION	DATE
1	CLIENT COMMENTS	12/9/2022 RM
2		
3		
4		
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SUBMITTAL

DRAWN BY: RM

REVIEWED BY: KAF

BLEW PROJECT NO.: 22-3524.01

DATE OF FIELD SURVEY: 11/17/2022

PROJECT TITLE: LAUDERDALE LAKES, FL

SHEET TITLE: TITLE COMMITMENT BY: FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER: 1082-6085265 EFFECTIVE DATE: OCTOBER 31, 2022 AT 8:00 AM DATE OF FIELD SURVEY: 5/10/2022

SITE ADDRESS: 1814 NW 38TH AVENUE LAUDERDALE LAKES, FLORIDA 33311

PROJECT NO. 1122007984

2 OF 2

SHEET NO.

Planning and Zoning Board

September 2, 2025

TO:	Tanja McCoy, AICP, CGC, CFM Development Services Director	REVIEW TIMELINE:	
		Dates	Boards
FROM:	Lauren Pruss, AICP Assistant Director	September 02, 2025	Planning and Zoning Board
		September 8, 2025	City Commission Workshop (Pending)
		September 23, 2025	City Commission Regular Meeting (Pending)
RE:	Application No. 01-CU-24~~5~~	Request for Conditional Use Approval for An Automobile Repair Garage	
	Applicant/Representative	Ram's Car Care/Ram's Car Care Center, Inc.	
	Property Owner	Last Mile BCC BH I, LLC c/o Morell Management LLC	
SITE DATA	Project Location	3551-3559 NW 19th Street, Lauderdale Lakes, FL 33313 FOLIO # 494230000270 North of NW 19th Street and East of North State Road 7	
	Existing Zoning	B-4 Intense Business District	
	Proposed Zoning	No Change	
	Total Site Area	12.69 Acres (552,922 square feet)	
	Existing City Land Use	Commercial	
	Proposed City Land Use	No Change	
SURROUNDING LAND USE AND ZONING			
	North	Commercial and Residential, RM-25, RM-20, B-4	
	South	Residential, RS-5A (Lauderhill)	
	East	Cemetery, CF	
	West	Commercial, B-4	

Aerial Photograph:

I. EXISTING CONDITIONS

The subject property is an approximately 12.69 acre site situated east of the corner of North State Road 7 and NW 19 Street developed with either (8) industrial buildings located at 3435-3699 NW 19th Street within the B-4 Intense Business District. The specific tenant space for this application is located at 3551-3559 NW 19 Street, Building #5 containing 10,750 square feet within a 34,880 square foot building. The site is located north of NW 19th Street

II. PROJECT OVERVIEW

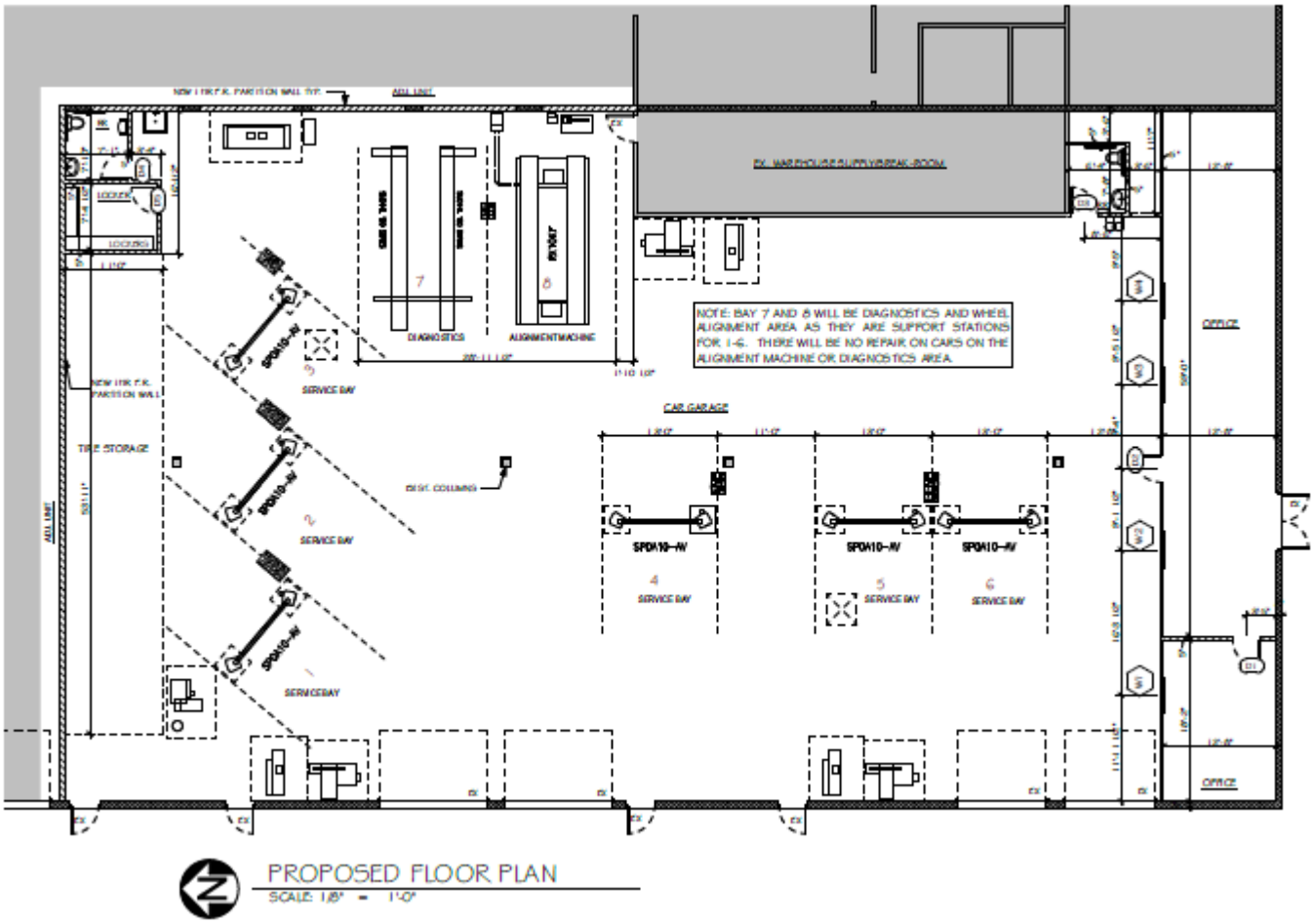
The "Petitioner", Ram's Car Care, submitted an application dated March 31, 2025, requesting Conditional Use approval pursuant to Chapter 5 Section 503 of the Land Development Regulations (LDRs) to permit operation of an automobile repair garage in the B-4 Intense Business District (note that an updated application was submitted on August 23, 2025, to update the address only). In the B-4 District, automobile repair and service shops, including paint and body shops, are permitted if first approved as a conditional use in accordance with Section 704.5.2 of the LDRs.

Proposed Request:

The proposed automobile repair garage would occupy 10,750 square feet of an existing 34,870 square foot industrial building. According to the petitioner's Letter of Intent, this is a family owned and operated auto repair shop has served the Lauderdale Lakes community since 2004, supporting local residents and several major fleet accounts. The City recently approved the redevelopment of the Reef Plaza, which proposes demolition of the businesses current location at 3330 North State Road 7 in Lauderdale Lakes.

Over time, the petitioner submits that their business operation has evolved to focus primarily on fleet vehicle rental and maintenance services, specializing in preventative maintenance and light repair work to ensure the ongoing safety and roadworthiness of fleet vehicles. Their core services include oil changes, tire and brake services, filter replacements, spark plug replacements, and minor repairs such as belts and hoses. According to the petitioner, relocation to the proposed site is the only option for this business to stay within the city. Unlike traditional auto repair facilities, retail work represents only 5–10% of their total business. The overwhelming majority of their business comes from established fleet accounts, most of which are located approximately half a mile from the proposed facility. These fleet vehicles are transported to and from their location for service. As a result, vehicles are not stored on-site during repairs, which helps maintain a clean and efficient operational environment.

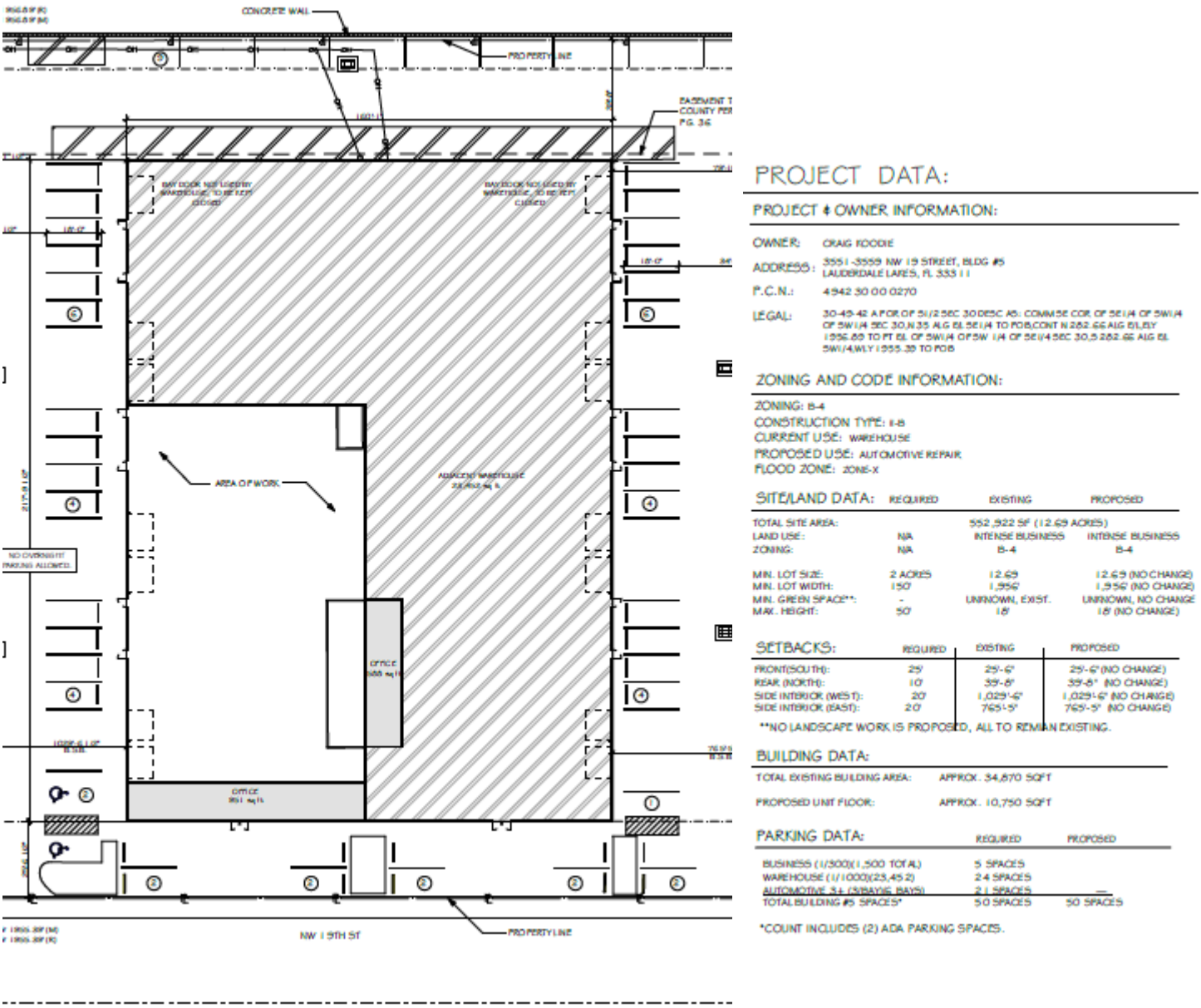
The proposed facility design includes six automotive lifts and two diagnostic racks to accommodate service volume.



Floor Plan, Exhibit D

The parking allocation for Building Five includes a total of 50 spaces, which fully complies with the city's parking requirements for automotive repair operations. Parking requirements for the proposed use are as follows:

Use	Parking Requirement		Required	Provided
Office Use	1 space/300 sq. ft.	1,500 sq. ft.	5	5
Warehouse Use	1 space/1,000 sq. ft/	24,452 sq. ft.	24	24
Automotive Repair Garage	3 spaces plus 3/service bay	6 service bays (diagnosic not included)	21	21
Total			50	50



Site Plan, Exhibit D

III. **ANALYSIS**

Pursuant to Chapter 5 Section 503.1 of the LDRs, Conditional uses are generally compatible with the other land uses permitted in a zoning district but, because of their unique characteristics or potential impacts on the surrounding neighborhood and the city as a whole, require individual review as to location, design, configuration, and/or operation for the particular use at the particular location proposed, as well as the imposition of individualized conditions in order to ensure that the use is compatible with the surrounding neighborhoods and appropriate at a particular location.

STANDARDS OF REVIEW:

Section 503.3. General standards of review for Conditional Uses. In addition to the standards set forth in the LDRs for the particular use, all proposed conditional uses shall meet each of the following standards:

In addition to the standards set forth in the LDRs for the particular use, the Applicant has submitted a more detailed response to each of the below Conditional Use standards for review within their Justification Statement (Exhibit C) to substantiate the required criteria. Staff has provided the following abbreviated applicant responses, and staff findings for each standard below:

a) The proposed use shall be consistent with the Comprehensive Plan;

Applicant Response: Land Use Regulation Objective 1.1 To regulate the permitted use of land in a manner that will ensure that development and redevelopment is coordinated with the appropriate topography and soil conditions and the availability of facilities and services. Policy 1.2.7 The compatibility of proposed land use plan amendments and rezoning applications with adjacent land use plan and zoning designations shall be a primary consideration in the review and approval of such applications.

Goal 1 of the Future Land Use Element seeks to ensure a balanced distribution of land uses, building forms, and intensities that promote safe, engaging street corridors. This goal fosters community identity, interaction, and pride, while prioritizing public health, safety, welfare, and convenience. Ram's Car Care Center contributes to this goal by providing a valuable service to the community, contributing to the economic vitality and functionality of the area, and enhancing the local streetscape with an engaging, well-maintained business.

Land Use Regulation Objective 1.1 stresses the importance of coordinating development with appropriate topography, soil conditions, and the availability of services and facilities. Ram's Car Care Center operates in a manner that is consistent with this objective by being situated in an area where automotive services are needed and are accessible to local residents. The business ensures that its operations and infrastructure are appropriately aligned with the surrounding environment, providing services to the community without overburdening local resources.

The continued operation of Ram's Car Care Center is in direct alignment with the goals, objectives, and policies established in the City of Lauderdale Lakes Comprehensive Plan, specifically under the Future Land Use Element, which emphasizes sustainable development and the creation of vibrant, safe, and attractive communities.

Staff Response: Staff finds that the City's Comprehensive Plan Economic Development Element (approved on 1st reading by City Commission) states the following objective and policy:

Goal 1 Strive to create a diversified economic environment that will sustain existing businesses, attract new businesses, increase the economic tax base of the City, and improve the quality of life for its residents.

The approval of the proposed conditional use application supports this goal to sustain an existing long-standing business within the City.

b) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

Applicant Response: As a longstanding general automotive repair shop, Ram's Car Care Center has been a valuable asset to the City of Lauderdale Lakes, contributing to its growth and general welfare. Our services are essential to the community and are designed to maintain public health and safety. We ensure our operations have no negative impact on the surrounding area, adhering to all zoning and land development regulations that promote clear, consistent, and accessible guidelines (Policy 1.2.4). Additionally, we are committed to supporting the City's efforts to streamline the development review process, ensuring efficiency and uniform application of standards (Policy 1.7.1). By encouraging proper vehicle maintenance for both businesses and consumers within the city, Ram's Car Care Center plays a key role in keeping vehicles safe and roadworthy. This helps ensure the community remains well-served and secure, without posing any threat to the public's well-being.

Staff Response: The proposed automotive repair garage will not be detrimental to, or endanger the public health, safety, or general welfare. It is located well within the B-4 zone. The purpose of the B-4 zone is to provide locations for intensive retail, service, wholesale and light industrial uses which generally play a distributive or supporting role to the overall business community and do not require immediate access to the consumer public. While residential uses are located nearby, the operation of the proposed repair business will occur within a fully enclosed building, limiting any potential for noise to impact the surrounding area. Further, parking of damaged or inoperable vehicles is minimized due to the business's primary operation in support of fleet maintenance. The applicant submits that few vehicles will need required parking as the majority of vehicles serviced are transported to the site in time for service and are parked off site while waiting for service.

c) The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use.

Applicant Response: The requested conditional use is consistent with similar operations within the same warehouse complex. Located in the B4 District, the use aligns with the intended purpose of the zoning designation and will not alter the character or vision of the surrounding community.

Staff Findings: The proposed auto repair garage is consistent with other similar uses already operating in the same industrial park. There is sufficient parking on site to ensure efficient circulation of traffic on site, and no modifications to the existing building or site are required for the proposed use. The B-4 District is intended for intensive retail, service, wholesale and light industrial uses which generally play a distributive or supporting role to the overall business community and do not require immediate access to the consumer public. The proposed auto repair garage is consistent with the intent of the B-4 zone, particularly due to the petitioner's business model focusing on fleet maintenance minimizing the need for parking on site.

d) The Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the City's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of theses LDRs;

Applicant Response: No modifications will be made to utilities, roadway capacity, or drainage systems. The existing structure complies fully with current fire and safety regulations. Additionally, the operation will not impact the City's adopted levels of service for police, fire, or emergency services.

Staff Findings: Staff finds that all necessary public facilities exist at the City's adopted levels of service or will be available concurrent with demand as provided for in the LDRs for the proposed use.

e) Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;

Applicant Response: The facility includes ten designated parking spaces, including ADA-compliant spots for customer use. No additional parking or space alterations are necessary. The existing ingress and egress provide sufficient access without contributing to traffic congestion or disruption within the development.

Staff Findings: Staff finds the site to have adequate proposed ingress and egress points and the proposed site has sufficient parking to support the needs for the proposed use ensuring that traffic will be able to circulate appropriately on site.

f) The establishment of the Conditional Use shall not impede the development of surrounding properties for uses permitted in the zoning district;

Applicant Response: Ram's Car Care Center does not conflict with nearby businesses or properties. Other tenants within the warehouse park have similar uses, and the property's B4 zoning district supports our type of service. As defined, the B4 District accommodates intensive retail, service, wholesale, and light industrial

uses that serve a distributive or supportive role to the broader business community, without requiring immediate access to the general public.

Staff Findings: The surrounding area is fully developed with a mix of commercial, industrial and residential uses. There is no evidence that the proposed use will have any negative impact on the development or redevelopment of any of the surrounding properties. The proposed auto repair garage is consistent with other tenants within the same industrial park.

g) The design of the proposed use shall minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria.

Applicant Response: All operations will be conducted entirely indoors, ensuring that there will be no adverse visual or physical impacts to the property and surrounding environmental areas.

Staff Findings: Staff finds that the proposed automotive meets all parking requirements and is a permitted conditional use within the B-4 zone.

h) The City Commission finds that the granting of the application will be in the best interest of the City.

Applicant Response: Ram's Car Care Center has served the Lauderdale Lakes community with dedication, integrity, and efficiency for over 21 years. Our strong relationships with the City's maintenance department, local businesses, and residents make us a valuable asset to the area. This request is prompted by the Commission's recent decision to approve the demolition of the building located at 3330 N SR 7, which currently houses our shop, to accommodate a new grocery store. As a result, our lease has transitioned to a month-to-month agreement, jeopardizing the stability of our operations. This conditional use request is critical to relocating within the City to ensure continuity of services, particularly for municipal needs. Remaining in Lauderdale Lakes will allow us to minimize disruption and continue serving our community without interruption.

Staff Findings: Staff finds that approval of the requested conditional use will permit the relocation of a long-standing City business currently located within the site of an approved redevelopment project, to a new location within the City of Lauderdale Lakes. The proposed site is suitably located within an existing B-4 zone where automobile repair garages are a conditional use, and other automobile related land uses already exist. The proposed site will meet all required parking and the site provides appropriate circulation for movement of traffic. Further, the applicant indicates that their operation is focused on fleet maintenance where most vehicles waiting for service are parked off site at the owner's location until such time as service is scheduled.

IV. STAFF RECOMMENDATION

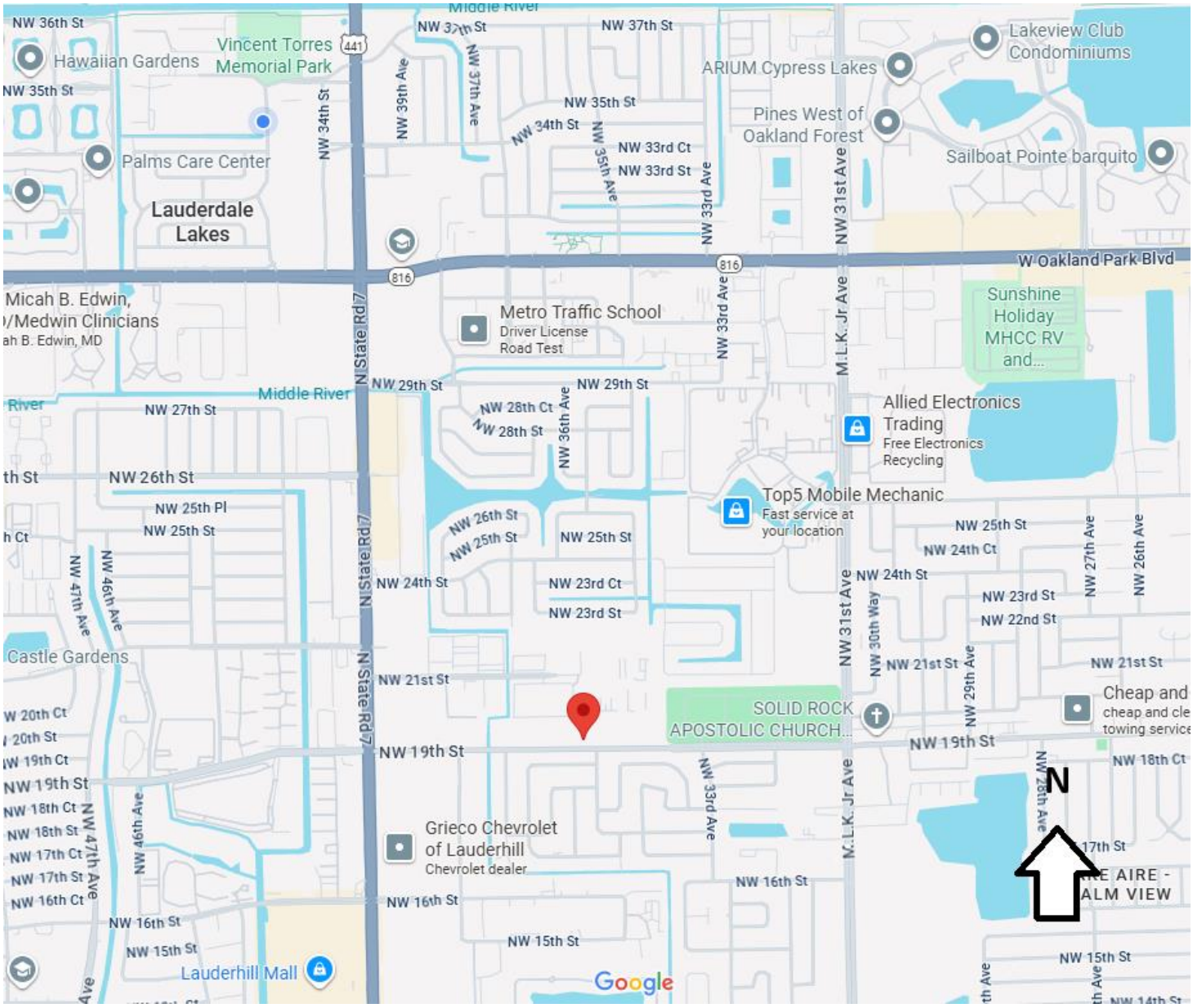
Based upon the assessment and findings contained within this report, Staff recommends that the Planning and Zoning Board recommend approval of this application to City Commission with the following conditions:

1) Substantial conformance to the Site Plan dated August 2, 2025, prepared by Steve Siebert Architecture, subject to submission signed and sealed site plan within a complete application for parking lot striping improvements.
2) Substantial conformance to the floor plan dated August 2, 2025, prepared by Steve Siebert Architecture, subject to submission signed and sealed site plan within a complete application for building permit.
3) Substantial conformance to the Letter of Intent dated August 21, 2025.
4) No vehicles shall be parked outdoors overnight.
5) All plans shall be signed and sealed prior to building permit approval.

V. EXHIBITS

A. Location Map
B. Development Review Committee Report
C. Justification Statement
D. Proposed Site Plan, Floor Plan and Life Safety Plan

LOCATION MAP



City of Lauderdale Lakes

Development Review Committee (DRC)

Staff Comments – 3rd Review – 08/25/2025

Project Name			
Ram's Car Care Center			
Meeting Date	**App No.**	**Project Applicant**	**Project Planner**
9/2/2025	01-CU-25	Ram's Car Care Center Inc 5140 NW 81st Terrace Lauderhill, FL 33351	Lauren Pruss, Assistant Director, Development Services
Project Address	**Land Use Designation**	**Existing Use**	**Proposed Use**
3551 NW 19th Street	Commercial	Industrial/Commercial	Auto Repair
Site Area	**Site Location**	**Parcel ID**	**Property Owner**
+/- 10.5 acres; 886,683 sq. ft.	Southwest corner of N. State Rd 7. and W. Oakland Park Blvd	4941 25 43 0010	Last Mile BCC BH I, LLC c/o Morell Management LLC 3451 NW 19 Street Lauderdale Lakes, FL 33311

REVIEW WORKFLOW:

REVIEW	**STATUS**
Planning and Zoning	Approved
Landscaping	N/A
Fire	Approved
Engineering	No Outstanding Comments
Public Works	No Outstanding Comments

Planning and Zoning Comments

Lauren Pruss, AICP, Assist. Director | Development Services / laurenpr@lauderdalelakes.org / 954-535-2496

- Approved, subject to submission of a signed and sealed site plan within a complete application for parking lot striping improvements.

Landscaping Comments

Bill Tesauro, Landscape Plan Reviewer (CGA)/ BTesauro@cgasolutions.com / 954-921-7781

- Previous comments to be addressed through zoning review. No landscape modifications will be required for this application.

Fire Department Comments

Adam Bloch, Fire Plans Reviewer / adam_bloch@sheriff.org / 954-535-2493

Per NFPA 1, Chapter 1.14.4, review and approval by the AHJ shall not relieve the applicant of the responsibility of compliance with this Code. Address all comments on the plans. Provide a response letter, noting the sheet in the plans where the comment was addressed.

More comments/code requirements may be added based on replies/corrections and/or other information, per 1.7.12, 1.12, and 1.14.

All codes referenced are from NFPA 1 - 2021 Florida edition unless otherwise specified.

Engineering Comments

Syed Zaman, Project Engineer- Engineering Inspector/ syedz@lauderdalelakes.org / 954-535-2735

1) No Outstanding Comments

Public Works Review Comments

Ronald Desbrunes, Director of Public Works / Ronaldd@lauderdalelakes.org / 954-535-2778

1) No Outstanding Comments

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title

RESOLUTION 2025-124 A QUASI-JUDICIAL PROCEEDING REGARDING SBA TOWERS X, LLC APPLICATION FOR A WIRELESS COMMUNICATIONS PURSUANT TO SECTION 1111 OF THE LAND DEVELOPMENT REGULATIONS, LOCATED AT 3001 NORTH STATE ROAD 7, LAUDERDALE LAKES, FL, 33313, IN THE B-3 GENERAL BUSINESS DISTRICT

Summary

This quasi-judicial proceeding is a resolution regarding an application which is requesting approval of a Wireless Communications Tower pursuant to Section 1111 of the Land Development Code to permit the construction of an SBA Wireless Communications Tower located at 3001 N. State Road 7, Lauderdale Lakes, FL (Walmart site). The applications affiliated with this item are:

Application No. 01-WC-24: Requesting approval for a Wireless Communications Tower, pursuant to Section 1111 of the Land Development Regulations, located at 3001 North State Road 7, Lauderdale Lakes, FL 33313, in the B-3 General Business District (current application).

Staff Recommendation

Background:

Project Overview:

SBA Towers X, LLC, is proposing construction of a 105-foot stealth "monopine" wireless communications tower behind the existing Walmart at Oakland Park Blvd. and State Road 7. The tower would accommodate up to four carriers and is sited within a stormwater retention pond on an elevated 40'x40' equipment platform. Equipment would be screened by a six-foot chain-link fence with PVT slats, limited to six feet in height.

Requested Exceptions:

The applicant seeks relief from:

- One-mile separation requirement from existing towers.
- Decorative masonry wall with Mediterranean Revival design.
- Ten-foot landscaped buffer around equipment.

Key Findings:

- **Consistency:** The tower supports the City's Comprehensive Plan goals for advancing wireless services and emergency communications.
- **Design:** The stealth monopine design meets the LDRs requirement for facilities within 300 feet of residential areas. The existing eight-foot perimeter wall around Walmart provides visual buffering of the proposed ground equipment for surrounding residential neighborhoods.
- **Setbacks:** Required setbacks from residential properties are met (north: 214 ft; west: 123 ft; south: 277 ft).
- **Co-location:** Structure is designed to support up to four carriers.
- **Public Facilities:** Minimal traffic or infrastructure impact is anticipated.

Original Staff Recommendation:

In the case where the application does not strictly conform to the requirements of Sections 1111.5 and 1111.6, a denial of the application must first be issued. Upon the issuance of the denial, the applicant may request Exceptions from 1111.5 and 1111.6 pursuant to section 1111.7 following the procedures and requirements of Section 503, Conditional Uses.

City Staff has reviewed the application and find that the proposed design as set forth in the application fails to meet the decorative masonry, the ten (10) foot landscape buffer, and one-mile distance separation requirements. Based upon the assessment and findings contained within the Staff Report, City Staff recommended that the Planning and Zoning Board recommend to City Commission denial of this application.

However, should the Planning and Zoning Board find the application in conformance with Sections 1111.5 and 1111.6 of the Land Development Regulations, City Staff recommends such approval be subject to the following conditions:
1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.
2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the "Justification Statement").
3) All equipment housed on the equipment platform shall not exceed six (6) feet in height as measured from the base of the platform.
4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law.
5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt.

Planning and Zoning Board Recommendation:
The Planning and Zoning Board held a public hearing regarding application 01-WC-24 on September 2, 2025. Following the public hearing and Board discussion, a motion was made to recommend approval of the requested wireless communications tower subject to the following conditions:
1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.
2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the "Justification Statement").
3) All equipment housed on the equipment platform shall not exceed six (6) feet in height as measured from the base of the platform.
4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law.
5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt.
6) Compliance with the requirement that the site must be posted with permanent "HIGH VOLTAGE—DANGER" and "NO TRESPASSING" warning signs (condition added by Planning and Zoning Board).
The motion passed with a vote of three (3) yes, and two (2) no.

Additional Information Submitted:
Subsequent to the Planning and Zoning Board Public Hearing, the following information has been added to the record:

- Value Impact Study dated August 22, 2025. This report presents sales and rental data to indicate that the approval of the approval of the proposed wireless infrastructure project will not negatively impact the sale prices and lease rates of surrounding properties.
- Supplemental information from the Applicant as requested by City Staff, dated September 9, 2025. This correspondence explains that newer technology (including 5G) does not replace the need for a tall monopole structure, in addition to supplementing the information provided regarding the one-half mile and one mile search radius, to include an updated map of existing antenna facilities in relation to city boundaries, additional Coverage/Quality analysis for Verizon, AT&T and T-Mobile in proximity of Proposed Site, and 5G Data Throughput comparison of a 105 foot monopole versus a 35 foot 4G+5G Small Cell deployment.

Updated Staff Recommendation:
Finding that application 01-WC-24 does not meet the standards of Sections 1111.5 and 1111.6 regarding the masonry wall, landscaping, and one-mile distance separation, staff continues to reccommend denial of this application. However, such denial of application 01-WC-24 will allow exceptions to these provisions to be

considered pursuant to Section 503, Conditional Uses.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM, Development Services Director

Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-124 - Application SBA Towers (App No. 01-WC-24)	Resolution
🗋	Exhibit A - Application	Exhibit
🗋	Exhibit B_Staff Memo	Exhibit

RESOLUTION 2025-124

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; [DENYING OR APPROVING, WITH CONDITIONS,] APPLICATION NO. 01-WC-24 FOR A WIRELESS COMMUNICATIONS TOWER ("APPLICATION"), SUBMITTED BY SBA WIRELESS COMMUNICATIONS TOWER/SBA TOWERS X, LLC, C/O KATIE O. BERKEY, ESQ., AICP, BECKER & POLIAKOFF, PROVIDING FOR CONSTRUCTION OF A 105-FOOT WIRELESS COMMUNICATIONS TOWER ON PROPERTY LOCATED WITHIN THE B-3 GENERAL BUSINESS DISTRICT OF THE CITY OF LAUDERDALE LAKES IN ACCORDANCE WITH SECTION 1111 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS; A COPY OF SAID APPLICATION IS ATTACHED HERETO AS **EXHIBIT A**, A COPY OF THE INTEROFFICE MEMORANDUM ("COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM") AND ADDITIONAL BACKGROUND MATERIALS ARE ATTACHED HERETO AS **COMPOSITE EXHIBIT B**; COPIES OF EACH WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, SBA Wireless Communications Tower/SBA Towers X, LLC ("Applicant"), by and through it legal counsel, Katie O. Berkey, Esq., AICP, on behalf of Walmart Stores East, LP, ("Property Owner"), submitted Application No. 01-WC-24 ("Application"), which seeks the City Commissions approval of the placement and construction of a 105-foot wireless stealth monopole telecommunications tower ("Monopole Tower") on the real property located at 3001 North State Road 7, Lauderdale Lakes, Florida 33313 ("Property"). The Property is situated on the southwest corner of West Oakland Park Boulevard and North State Road 7, within the City of Lauderdale Lakes' ("City") B-3 General Business zoning district. The Application is attached hereto as **Exhibit A;**

WHEREAS, the Property is identified under Broward County Property Appraiser Folio No. 494125430010;

WHEREAS, the Applicant proposes to construct the Monopole Tower within an existing stormwater management retention basin on the Property, while the appurtenant equipment compound is proposed to be located on a 40' x 40' platform surrounding the monopole which will be elevated 5.5 feet above the existing lower grade of the pond, with a 6-foot chain-link fence with PVT fence slats surrounding the platform as a means of concealing the equipment compound.

WHEREAS, the proposed Monopole Town has been designed to conform with the requirements of Section 1111 of the LDRs, which require that telecommunications facilities and towers located within 300 feet of a residential district to be of stealth design. Thus, the proposed Monopole Tower features a "monopine" steel pole structure that includes faux pine branches located at the upper portion of the tower, which are intended to conceal the wireless communication antennae arrays;

WHEREAS, Section 1111.4 of the LDR's provide that the City is prohibited from approving an application for a proposed telecommunications facility such as Applicant's Monopole Tower if it interferes with any public safety telecommunications, *or is otherwise not in compliance with Section 1111*;

WHEREAS the community development department has reviewed and considered whether Applicant's proposal for construction and placement of the Monopole Tower on the Property is consistent with the City's comprehensive plan, applicable development standards set forth in Section 1111.5 and Section 1111.6 of the LDRs, and its compatibility with the surrounding neighborhood, and has issued its recommendation to the City Commission, attached hereto as **Exhibit A**;

WHEREAS, the community development department's review has determined that Applicant's proposed Monopole Tower is consistent with the City's comprehensive plan, that its stealth monopine design meets the requirements of for such facilities located within 300 feet of residential areas, and meets the standards for setbacks, co-location and minimum impact on public transportation and other infrastructure.

WHEREAS, the community development department review of the Application has further determined that Application *does not* meet other applicable development standards set forth in Section 1111.5, which state:

> *Towers and antennas shall meet the following*
>
> ***
>
> The equipment facilities shall be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall, designed in a "Mediterranean Revival" architectural style. This decorative wall shall be designed at the minimum height necessary to completely screen the equipment facilities so as not to be visible from abutting streets.
>
> This decorative wall must be surrounded by a ten-foot-wide landscape buffer to include three tiers of plant material, designed by a landscape architect registered in the state. The three tiers shall include, at a minimum, native shade trees planted one tree apart per 30 feet on center with 14-foot minimum heights; a continuous hedge broken only where access gates are required; and ground cover including annuals. Palm trees are to be used as accent plant material…
>
> *Separation*
>
> Any telecommunication tower shall be separated from any other telecommunication tower by a distance of no less than one mile as measured by a straight line between the bases of the tower…

WHEREAS, the Acting City Manager, upon the review of the Application and the written recommendation of the community development department to the City Commission, in accordance with Section 1111.4 (Review Process), thus recommends that City Commission deny

Application No. 01-WC-24 for failure to comply with the above-referenced development standards set forth in Section 1111.5 of the LDRs;

WHEREAS, pursuant to Section 1111.4 of the LDR's, the City Commission shall consider any part of the Application, the community development department's recommendation, and any additional evidence presented by the applicant and the public, and;

WHEREA, any decision of the City Commission to deny an application shall authorize the City to set forth in writing the City Commission's reason for the denial, with the intent of providing a procedure for compliance with term "written decision" and "substantial evidence" requirements of the Telecommunication Act, 47 U.S.C. Section 332(c)(7)(B)(iii), which reasons for denial may include, without limit, compatibility with the surrounding neighborhood, or lack thereof, compliance or noncompliance with the comprehensive plan, Chapter 11 or any other provision of the City Code.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. REVIEW AND FINDINGS: The City Commission has considered and after reviewing the Application, and further reviewing the general standards of review as set forth Section 1111 of the LDRs, and specifically Sections 1111.5 and 1111.6; and further reviewing the written report of Interoffice Memorandum from the Community Development Committee, attached and incorporated into this Resolution as **Exhibit B**, the recommendation of the Planning and Zoning Board, and any oral or written comments received before or at the public hearing,

hereby finds that the proposed wireless communication tower as set forth in Application No. 01-WC-24 [does not strictly comply] or [complies] with the development standards of review set forth in Sections 1111.5 and 1111.6 of the LDRs.

SECTION 3. [DENIAL/APPROVAL]: Pursuant to the authority contained in Sections 1111.5 and 1111.6 of the Land Development Regulations, City of Lauderdale Lakes, and all other applicable provisions of the Code of Ordinances, City of Lauderdale Lakes, the Applicant's Application No. 01-WC-24 Request for Approval submitted by SBA Wireless Communications Tower/SBA Towers X, LLC, c/o Katie O. Berkey, Esq., AICP, Becker & Poliakoff, to allow for the construction of a 105-foot wireless communications tower at the property located at 3001 North State Road 7, Lauderdale Lakes, Florida 33313, is hereby [denied/approved with and subject to the following conditions:

1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages;

2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025, encompassing 77 pages (the "Justification Statement");

3) All equipment housed on the equipment platform shall not exceed six feet in height as measured from the base of the platform;

4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law;

5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt; and

6) Compliance with the requirement that the site must be posted with permanent "HIGH VOLTAGE – DANGER" and "NO TRESPASSING" warning signs.]

SECTION 4. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

SECTION 5. ORDER: In accordance with Sec. 304.4.7 of the Lauderdale Lakes Land Development Regulations, the City Commission hereby instructs the City Attorney to prepare the final order of the City Commission based upon the determination set forth in this Resolution. The final order shall not be recorded in the Broward County Public Records.

SECTION 6. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____

Sidney C. Calloway, City Attorney

Sponsored by: Tanja McCoy, AICP, CGC, CFM Development Services Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For)	____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For)	____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against) ____ (Other)

EXHIBIT “A”

David J. Moscoso
Attorney at Law
Phone: 305.260.1003 Fax: 305.442.2232
dmoscoso@beckerlawyers.com

Becker & Poliakoff
2525 Ponce de Leon Blvd, Suite 825
Coral Gables, FL 33134

Becker

Revised 7/15/2025

February 14, 2025

VIA FEDERAL EXPRESS

Tanja McCoy
Development Services Director
Development Services Division
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

Re: SBA Towers X, LLC. Land Development Application Resubmittal for a Wireless Telecommunications Facility at 3001 North State Road No. 7.

Dear Director McCoy:

On behalf of my client, SBA Towers X, LLC. Enclosed please find a copy of our land development application, which was originally submitted to the City on October 09, 2024. Also enclosed are copies of our amended drawings, as well as two narratives for the exceptions we are seeking, pursuant to the requests of City staff at our Development Review Committee. Below is a list of the amendments and changes we have made, page references for each revision made:

- Amount of pervious area removed, and impervious area added; found on page ~~C-4~~ C-5.
- Fence and gate details; found on page ~~C-7~~ C-4.
- Note on the plans reflecting no more than 1,000 square feet of the total building area shall be permitted on the platform unless written permission is obtained from the City; found on page C-2.
- Elevation labels showing the height of the platform in contrast with the existing grade; found on page C-3.
- Indication on parking availability; found on page C-1.
- Zoning table included on the site plan; found on page C-1.
- Setback requirement compliance per Section 1111.5 of the City's code; found on page C-1.

- Height of the tower, including the area from the bottom of the base of the retention pond; found on page C-3.

- Survey with reflected easements; enclosed herein.

- Two narratives seeking exceptions, each including certification of compliance with Lauderdale Lakes Development Code Section 503.3; enclosed herein.

Very truly yours,

David J. Moscoso

Enclosures (as indicated)

DJM/mb

David J. Moscoso
Attorney at Law
Phone: 305.260.1003 Fax: 305.442.2232
dmoscoso@beckerlawyers.com

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2525 Ponce de Leon Blvd, Suite 825
Coral Gables, FL 33134

Becker

Revised 12/3/24

February 13, 2025

By Hand Delivery and E-mail: tanjam@lauderdalelakes.org

Tanja McCoy
Development Services Director
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

Re: Application for an exception in connection with a Land Development Application Form Submitted on by SBA Towers X, LLC. (the "Applicant") on October 09, 2024 requesting approval to construct new wireless telecommunications facility at 3001 North State Road No. 7 (the "Site").

Dear Ms. McCoy:

My Firm represents SBA Towers, LLC. (the "Applicant"). ***Enclosed*** herein please find a completed amended application and associated supporting documents for an application for exception pursuant to Lauderdale Lakes Land Development Code Section 1111.7, titled "Exceptions", and Lauderdale Lakes Land Development Code Section 503, titled "Conditional Uses". As discussed during the Development Review Committee meeting the Applicant wishes to obtain exception approval to satisfy the City of Lauderdale Lake's requirement that equipment facilities be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall, designed in a "Mediterranean Revival" architectural style. Further and because the Applicant's Land Development Application seeks to establish a telecommunication tower within an existing water retention pond on the Site, this exception also seeks a conditional use approving a total relaxation and exemption from meeting the landscaping standards as set forth in Lauderdale Lakes Development Code Section 1111.5.

Pursuant to Lauderdale Lakes Land Development Code Section 1111.5, because the location of the proposed tower is in the detention pond on an elevated platform, an exception pursuant to the City's Conditional Use standards as provided in Section 1111.5 of the Lauderdale Lakes Land Development is requested. Section 1111.5, Aesthetics, states the following: "The equipment facilities shall be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall, designed in a "Mediterranean Revival" architectural style. This decorative wall shall be designed at the minimum height necessary to completely screen the equipment facilities so as not to be visible from abutting public streets". The request for this exception is based on the

construction of a concrete block or masonry constructed wall of any type within the detention basin would not be sustainable and would require constant maintenance and repair of various aspects due to the effects on constant water inundation/flooding on the wall structure. The wall would also have a negative impact in its restriction of the flow of water in the basin therefore diminishing its ability to serve its primary function of stormwater run-off management for the Wal- Mart development. To avoid disrupting the flow of water in the basin, the related ground equipment for the facility will be placed on an elevated platform. The steel platform will be elevated to a height above the high water line of the basin. Further, our request for an exception to the use of a wall to provide screening is adjoined with a request to be exempted from the landscaping standards required in Section 1111.5 of the LDR for the same reason. However, our Land Development Application does include enhanced landscaping features, as demonstrated on the plan shown on Exhibit E2 and Exhibits E4 and E5 of the photo simulations included in the application package.

Lastly, the wall provision states that the design of the wall shall be such that the equipment facilities are not visible from abutting public streets. Our location on the property is such that visibility from public streets does not currently exist. Our project does not propose changes that would allow the ground facilities to become visible from any public street, as well. Our proposal of landscaping will provide screening in a manner that achieves the same objective and is in keeping with the spirit and intent of the original ordinance provision. The ground equipment proposed for the platform will not be visible from any public streets as the ordinance requires. Direct visibility of the facility is only available if required to venture to the rear of the Wal-Mart building

Request Statement

Pursuant to the comments provided by Mr. Stephen Smith, Planner, Development Services, of the City of Lauderdale Lakes during our Development Review Committee hearing, our request includes an exhaustive review, justification, and narrative explanation of our satisfaction of Section 503 of the City of Lauderdale Lakes Land Development Code. Below please find responses to the provisions that regulate the general standards of review as found under Section 503, Conditional Uses, 503.3.

Sec. 503. - Conditional uses

503.3.

General standards of review. In addition to the standards set forth in these LDRs for the particular use, all proposed conditional uses shall meet each of the following standards:

(a) The proposed use shall be consistent with the comprehensive plan;

Our proposal for the wireless communications facility (WCF) aligns with the City of Lauderdale Lakes Comprehensive Plan's Future Land Use (FLU) Element goals and objectives. Below is an analysis that shows how the proposal supports the stated goals and policies:

- Alignment with Goal 1: The WCF facilitates effective communication, which, intrinsically supports public health, safety, welfare, and convenience. In emergencies, reliable wireless communication can be a lifesaver, enhancing overall community safety and well-being.
- Additionally, the development of a WCF contributes to a modern community identity where technology plays a crucial role. By ensuring that residents and businesses have access to efficient communication networks, the proposal fosters both community interaction and pride.
- Objective 1.1.1 Compliance: The proposed facility's location is strategically chosen on a retail property, ensuring that it benefits from established infrastructure, including electrical power and telecommunications services. This coordination with existing facilities promotes effective development and reinforces efficiency in land use.
- Adherence to the Land Development Code's regulatory processes ensures that all relevant City development review agencies assess the proposal thoroughly. This collaborative review not only adheres to the Plan's objectives but also guarantees that the development is suitable for the surrounding environment.
- Policy 1.1.2 Adherence: The WCF fits within a commercially zoned area, aligning directly with the city's policy that mandates communication facilities' inclusion in commercial zones. This compliance highlights that the proposed use is not only reasonable but also a beneficial extension of existing commercial activities.
- Locating the facility adjacent to a widely recognized retail establishment, such as Wal-Mart, enhances communications where needed, further validating its position as a reasonable land use.
- Community Benefits: Beyond improved safety and welfare, the implementation of a WCF contributes to enhanced connectivity, which is essential for both residents and local businesses. A robust communication network can lead to increased commerce, better employment opportunities, and an overall boost in community engagement.

In summary, the proposed wireless communications facility is a strategic development that aligns with Lauderdale Lakes' comprehensive goals for land use. It supports public health, safety, and

welfare while ensuring compliance with the city's zoning and planning regulations. The project represents a thoughtful integration of necessary infrastructure within an established commercial zone.

(b)The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

The proposed wireless communications facility (WCF) stands to significantly enhance the communication landscape within the Lauderdale Lakes community, fostering numerous benefits for both residents and emergency services. The proposed WCF contributes to the community as follows:

- Improved Public Connectivity: The installation of the WCF will enhance overall wireless communication capabilities for residents and businesses. This improvement not only supports day-to-day communication but also promotes community engagement.
- Advancements in Emergency Communications: The facility will bolster emergency communications for local, state, and federal emergency management services (EMS). Enhanced E911 capabilities will assist with quicker response times during emergencies, particularly on roadways, highways, and interstates.
- Integration with the FirstNet dedicated public safety network provides public safety agencies with reliable and prioritized communication channels, ensuring that they can respond effectively to emergencies.
- Smart Infrastructure: With advancements in LTE technology made possible by enhanced wireless infrastructure, innovative solutions such as smart ambulances and telemedicine can be realized.
- Automatic Vehicle Location (AVL) and telematics technologies can improve the efficiency of EMS teams, allowing for real-time data sharing and decision-making that leads to improved patient outcomes.
- Community Benefits: As connectivity improves, so do the opportunities for local businesses and service providers to leverage technology to enhance their offerings. This can lead to economic benefits and an improved quality of life for residents.
- Network Safety Standards: The facility's operations will adhere to the Federal Communications Commission (FCC) regulations concerning radio frequency emissions. This compliance ensures that the facility will not pose public health risks, as these regulations have been established to protect community welfare.

- Section 47 USC 332 prevents state and local governments from regulating wireless communication facilities based on environmental effects of emissions, provided they meet FCC standards, thereby ensuring that the facility aligns with established safety protocols.

(c)The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;

The proposed WCF is strategically located on an existing commercial property housing a Wal-Mart retail establishment, which presents several advantages in terms of compatibility of land use, community functionality, and overall zoning alignment. First, there is compatibility with the existing land use. The property is zoned for commercial use, which directly aligns with the objectives of the City of Lauderdale Lakes' zoning regulations. This zoning designation allows for the installation of communication facilities, ensuring that the proposed WCF is compliant with local land use policies.

There is also adjacent commercial development in the area. The surrounding properties are also zoned commercial, which establishes a consistent character in the area. This compatibility ensures that the WCF will not disrupt the existing land use patterns but rather will complement them by enhancing communication capabilities for businesses and consumers alike. There will also be a reduced impact compared to existing use. The operational intensity of a Wal-Mart retail facility far exceeds any potential impact the WCF could have on the area. Given the high levels of foot traffic, vehicle movement, and operational demands associated with a large retail store, the WCF will have minimal additional impact on local conditions.

The proposed use supports the commercial activity of the area. The installation of the WCF will provide improved wireless coverage for commercial enterprises in the area, enabling them to enhance their operations and customer service. This will significantly benefit local businesses, allowing them to offer better connectivity and communication options to their customers. The WCF also assists with meeting area demand. The presence of a Wal-Mart and other adjacent commercial entities generates significant demand for reliable wireless communication. The WCF will help meet the communication needs of both consumers and businesses, ensuring that all entities in the vicinity have access to robust service.

Lastly, the location of the wireless communication facility at this location represents a well-considered decision that aligns with the existing commercial character of the area. The zoning compliance, compatibility with neighboring uses, and the minimal impact relative to the current commercial intensity all support the viability of the WCF in this location. Moreover, the enhancement of wireless communication in this corridor will contribute to the overall functionality and appeal of the commercial area, serving both residents and businesses effectively.

(d)Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire, and emergency services, shall exist at the city's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of these LDRs;

The proposed wireless communication facility (WCF) will benefit the area without placing any undue burdens on the existing infrastructure. In our view the impact on the community is positive in nature. Key points include enhanced wireless communication services through improved communication services to existing residents, businesses, and vehicular traffic within the area. This enhancement will ensure robust and reliable connectivity, supporting the daily operations and convenience of the community. Improved communications will prevent overwhelmed systems, reducing the likelihood of busy signals and dropped calls, especially during periods of high usage in heavily commercial areas.

The WCF should enhance support for emergency and public safety services. The installation of the WCF will significantly benefit police, fire, and other emergency medical services (EMS) providers. Improved communication capabilities will enable these critical services to respond more effectively and efficiently, ensuring public safety. As the area continues to develop and attract new businesses, the demand for communication services will increase. The proposed WCF will meet this growing need, ensuring that the community has adequate and reliable communication services.

There will be minimal impact on existing utilities and roadways as Tower tenants are expected to visit their site infrequently, ranging from once per month to once a quarter, and even as infrequently as every six (6) months. This low traffic generation ensures that the WCF will not

place an undue burden on the roadways or local traffic patterns. The existing power service in the area is deemed adequate, and the WCF is not expected to require an exorbitant amount of power. This ensures that the facility can operate efficiently without placing an undue burden on the local power infrastructure. In addition, there will be constructive interaction with existing services as the proposed WCF does not interfere with or disrupt the existing communication services in the area. Instead, it complements them, providing additional capacity and capabilities that meet the growing demands of the community. The proposed wireless communication facility (WCF) presents several positive benefits to the area, including enhanced wireless communication services, support for emergency and public safety services, and adaptation to growing demands. The WCF does not place any significant burdens on existing utilities or roadways, reflecting a harmonious integration with the existing infrastructure. This strategic placement will ensure that the community is well-equipped to meet its needs, both today and in the future.

(e)Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;

The amount of traffic the WCF produces will have little to no impact on current traffic levels within the area. Tower tenants send maintenance technicians to sites anywhere from once a month, to once a quarter to once every 6 months. Technicians used passenger vans or SUV's when they conduct site visits. The most traffic occurs during the construction process and drops off drastically as construction slows to completion. Ingress and egress to the facility will be via currently developed points of access into the property from the public right-of-way. A new access point is not necessary to serve the proposed use.

(f)The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district;

The development of the proposed WCF is located in the rear of the Wal-Mart property and contained within the site. There is no aspect of the development of this use that would impede the development of any of the surrounding properties no matter what the use would be or how it functioned.

(g)The design of the proposed use shall minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping, and other design criteria.

Our proposal does not utilize the entire parcel of land thus minimizing the amount of land disturbance. It seeks to locate in a portion of the property that the current operation on the property does not use. The proposed use does not attract users or customers, nor does it promote the need for people to visit the location like that of a residential, office, industrial or commercial operation. The service that is provided by the facility will enhance signal coverage and commercial and residential communities will benefit from having an enhanced signal that assists EMS service providers in their provision of services to the communities as well. The proposed use, in our view, has minimal adverse effects. Visually, the 100 foot-tall, monopine tower is designed to minimize the visual aspects of such a structure. All setbacks as prescribed by the Ordinance have been considered and complied with. There is an existing wall along the property line in this area that also adds to the screening of the ground equipment and portions of the tower structure. Given the commercial nature of the area and the existence of the Wal-Mart use and the amount of traffic and customers it generates, the proposed use will not have a negative impact on the surrounding area.

(h)The city commission finds that the granting of the application will be in the best interest of the city.

The following are reasons why the city should consider supporting the granting of the WCF Application:

The proposed WCF is in the best interest of the city. The granting of the application for the proposed wireless communication facility (WCF) is in the best interest of the city because of the potential benefits to the local community, economy, and overall environment.

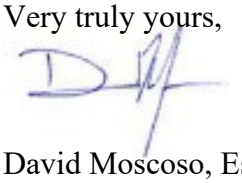
The WCF will work to enhance the quality of life. The installation of the WCF is poised to significantly improve the quality of life for residents and visitors within the community. Reliable communication services facilitate better connectivity, allowing residents to stay informed, access services, and communicate effectively. For businesses, increased connectivity translates to enhanced operational efficiency and improved customer service.

The WCF supports commercial business operations. The location is surrounded by substantial commercial operations, including retail businesses and service providers. Improved communications will aid not only those living in the area but also shoppers and business operators. The enhanced wireless infrastructure will empower businesses to run more efficiently, engage with their customers effectively, and adapt to changing market demands.

Improved safety and health of the community. Enhanced communication capabilities contribute directly to community safety and welfare. Stronger wireless connectivity allows for quicker responses in emergencies, supporting police, fire, and EMS services. This safety net fosters a more secure environment for families and businesses alike, promoting the general health and welfare of the community.

Positive impacts on the local economy. By improving communications in the commercial sector, the WCF will positively influence the local economy. Businesses benefit from improved operations, and customers enjoy a better shopping experience, leading to increased patronage. The relationship between enhanced communication and local economic functions supports growth and development, ensuring that the area remains competitive and vibrant.
In summary, the granting of the application for the wireless communication facility aligns with the best interests of the city. By facilitating enhanced communication, the facility stands to promote the general health, safety, and welfare of the community, reinforcing the rationale for its approval
If you have any questions or require any additional information, please let us know. Thank you.

Very truly yours,



David Moscoso, Esq.
For the Firm

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET

October 9, 2024

City of Lauderdale Lakes, Florida
Development Services Division
Attn: Mr. Stephen Smith
4300 NW 36th Street
Lauderdale Lakes, Florida 33313

Transmittal Letter

Enclosed are the documents required for the submittal of an application for a 100-foot-tall monopine communication tower and related ground equipment on property currently under the ownership of Wal-Mart Stores, East LP. The property is located along the west line of State Road No. 7, at 3001 North State Road No. 7, Lauderdale Lakes, FL. The parcel ID is 494125430010 in the City of Lauderdale Lakes. Included in this submittal are the documents required for a new communication tower facility in accordance with Section 1111 of the City of Lauderdale Lakes Land Development regulations. Attached are the following documents:

- Application for Other (Conditional Use Permit)
- Application for Other (2 Exceptions)
- Owner/Agent Authorizations
- Inventory of Existing Sites (Exhibit A)
- RF Non-Interference Statement (Exhibit B)
- Applicant Action Plan Statement (Exhibit C)
- RF Study (Exhibit D)
- Photographic Simulations (Exhibit E) **Revised and dated July 9, 2025**
- Affidavit of No Collocation Opportunities (Exhibit F)
- Affidavit Regarding Hierarchy (Exhibit G)
- Structural Capacity Statement (Exhibit H)
- Site Plan/Construction Drawings **revised and dated July 14, 2025**

The applicant for this tower is SBA Towers X, LLC is developing this tower for the initial user, Verizon Wireless. Verizon Wireless is a major telecommunication company serving telecommunication needs nationwide. Verizon Wireless currently provides service in the County and has determined that providing improved service to the community is a priority. SBA Towers X, LLC and Verizon Wireless both understand that constructing towers that can be collocated upon by the optimum number of providers is important to local communities. Should this tower be approved, SBA Towers X, LLC will allow both public and private entities the opportunity to locate their communications equipment on this structure.

CHARLOTTE OFFICE
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The proposed monopine designed tower, will be designed to withstand wind speeds and forces as required by State and local building regulations as well as those standards defined by the American National Standards Association *(ANSA)* specifications. Regardless, Verizon Wireless carries extensive liability insurance and agrees as part of our leases to assume responsibility for damages or injuries resulting from our operations. As a part of all Verizon Wireless owned towers, FCC licensed users of the structure will file for certifications required by the Federal Communications Commission *(FCC*) that attest to the fact that the proposed communication facility complies with all current FCC regulations for non-ionizing electromagnetic radiation (NIER). Please note that while the Federal government has preserved local zoning authority in the review and approval of communication towers and antennas, it is not without limitation. Federal Code Section 47 USC 332, Mobile Services(C)(7)(B)(iv) places limitations regarding the health and safety aspects of such facilities. The aforementioned section states that "*No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."*

All of SBA Towers X, LLC and Verizon Wireless constructed towers are designed by the manufacturer to be protected from strikes by lighting. Two important factors combine to protect our facility from lightning. First, the tower will be grounded using rods and cables that will be buried within the fenced compound. Second, the tower itself will provide a "cone of protection," a 45-degree circular arc from the top of the tower to the ground, which will protect all structures within that area from lightning strikes. Should the tower receive a lightning strike, the electrical surge would be directed into the ground and dissipated immediately.

Like all electrical devices, cellular telephone antennas produce electromagnetic fields (EMF's). EMF's are invisible lines of force that surround all electrical current. These fields are routinely found throughout nature and are even produced by chemical interactions within the human body. We are constantly being exposed to a variety of such fields from natural and manmade sources. Telecommunications facilities are designed to function using very low powered transmission facilities. Our radio frequency (RF) contribution to the environment is insignificant compared to the higher-powered AM and FM radio and television stations. It is very important to note that the transmission power levels of wireless communication antennas are typically in the 10 to 100 watts range, while a television tower emits up to 5 million watts and a commercial radio station tower operates at up to 100,000 watts of power. Many local government police and fire department communication facilities produce up to 500 watts of power.

The effect of wireless (cellular/digital/pcs) radio frequencies on AM and FM signals, and TV transmissions is considered negligible by the industry's regulatory agencies. There are too many frequencies separating the various wireless service providers to cause any adverse effects.

The Telecommunications Act of 1996 recognizes the importance of ensuring the integrity of wireless communication networks that provide nationwide communication services. Nevertheless, our client understands the concerns regarding health and safety and recognizes their

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responsibility to address those concerns. Consequently, this antenna facility site will comply with FCC regulations governing the safety of RF emissions.

The nature and number of benefits associated with wireless communications are great and growing daily, as more and more citizens become users. There are over 16 million cellular phone users in the United States today. The vast majority of the people responding to industry surveys cite increased safety and security as their primary reason for having a cellular telephone. Such surveys have shown that many people use their phone to report car trouble, medical emergencies, crimes in progress or the presence of drunken drivers on our public roads. It has been reported that 550,000 calls a month were made nationally to the 911 emergency systems from cellular phones. As people expand their non-working activities into the later evening hours, cellular phones will play an important role in providing personal safety and security.

The availability and use of cellular telephones are a major personal convenience, and significantly enhances one's quality of life. As the national and worldwide antenna systems are installed and the user base increases exponentially, unit costs associated with their use will decrease. This will result in even greater numbers of user and higher monthly usage, improving the quality of life for many people. It is reported by service providers that call volume from cellular telephones has grown to equal and at times exceeds those of landline phones across the country between the hours of 4:00 p.m. and 5:00 p.m., Monday through Friday.

During recent hurricanes and other natural disasters, cellular communications have been found to be the only means of communication generally available for extended periods of time. As a result, many cities and counties have defined the cellular telephone industry as an "essential use" in their Zoning Codes. Cellular communication provides an extremely important community service to emergency groups, such as police, fire, ambulance, and hospitals. The quick response by a cellular user to an accident or other mishap has saved lives. Increased competition in the cellular industry will result in better service, lower costs to the public and the continued growth in the number of cellular telephone users across the nation.

Should you need any additional information or clarification regarding this request, please feel free to contact me on 336-210-9684.

Sincerely,

Harold Timmons

Harold K. Timmons
Site Acquisition Specialist
Tower Engineering Professionals
hktimmons@tepgroup.net

Please note that I have no authority to bind our client and the result of our negotiations are subject to approval by our client's management. This transmittal, however, is not a representation that I will present this, or any other proposal which results from our negotiations, to our client's management for final approval.

Lauderdale Lakes
LIFE IN FULL COLOR

LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 10/09/2024

- ☐ Rezoning
- ☐ Land Use Plan Amendment
- ☐ Text Amendment to Modify Zoning Code
- ☐ Right-of-Way Vacation
- ☐ Platting or Replatting of a Subdivision, or a Portion Thereof
- ☐ Site Plan Approval
- ☐ Appeal of Administrative Interpretation
- ☐ Variance
- X **Other** **Request to construct new wireless telecommunications facility**

PLEASE PRINT OR TYPE

Name of Owner:	WAL-MART STORES EAST LP
Mailing Address:	**702 SW 8TH STREET**
Business Telephone:	**479-273-4000** Home: Fax:
Name of Applicant (if different from owner):	**SBA TOWERS X, LLC**
I am the (check one):	☐ Attorney Representing Owner ☐ Contractor and/or Architect ☐ Prospective Purchaser ☐ Representative/Agent **X Tenant/Applicant**
Mailing Address:	**8051 CONGRESS AVENUE, BOCA RATON, FL 33487**
Business Telephone:	**561-226-9332** Home: Fax:
Name of Representative (if different from owner and Applicant):	David J. Moscoso, Attorney at Law DMoscoso@beckerlawyers.com
I am the (check one):	**X Attorney Representing Owner/Applicant** ☐ Contractor and/or Architect ☐ Other (please specify)
Mailing Address:	2525 Ponce de Leon Blvd, Suite 825, Coral Gables, FL 33134
Business Telephone:	305-260-1003 Home: Fax:305-442-2232

Location of Subject Property: **3001 NORTH STATE ROAD, NO. 7, LAUDERDALE LAKES, FL 33313**

Property Size: **20.3 acres (886,683sqft.)**

Present Zoning: **COMMUNITY SHOPPING (B3)**

Present Land Use Designation: **COMMERCIAL**

Folio Number: **4941 25 43 0010**

Full Legal Description (attach additional sheets, if necessary): **SECTION 25, TOWNSHIP 49 SOUTH RANGE 41 EAST, BROWARD COUNTY FLORIDA.SEE FULL LEGAL DESCRIPTION ATTACHED.**

Brief Description of Request

SBA TOWERS X, is requesting approval to construct a 100 foot-tall, stealth, monopine communications tower structure, along with associated ground equipment within a leased area located on the Wal-Mart Store property at 3001 North State Road No. 7, Lauderdale Lakes, Florida 33313. This application is being submitted in conjunction with a separate application for two (2) exceptions. The application for exceptions seeks one exception to the requirement that telecommunications towers be separated from any other telecommunications towers by no less than one mile; and another exception to the requirement for equipment facilities to be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall.

APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.

PROPERTY OWNER'S SIGNATURE

PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this _____
day of _____, 20_____.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

Lauderdale Lakes
LIFE IN FULL COLOR

LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 10/09/2024

- ☐ Rezoning
- ☐ Land Use Plan Amendment
- ☐ Text Amendment to Modify Zoning Code
- ☐ Right-of-Way Vacation
- ☐ Platting or Replatting of a Subdivision, or a Portion Thereof
- ☐ Site Plan Approval
- ☐ Appeal of Administrative Interpretation
- ☐ Variance
- X **Other** Request for Relief/Exception to Aesthetics and Separation Requirements - Section 1111.5 of Lauderdale Lakes Land Development Regulations

PLEASE PRINT OR TYPE

Name of Owner:	WAL-MART STORES EAST LP
Mailing Address:	**702 SW 8TH STREET**
Business Telephone: **479-273-4000**	Home: Fax:
Name of Applicant (if different from owner):	SBA TOWERS X, LLC
I am the (check one):	☐ Attorney Representing Owner ☐ Contractor and/or Architect ☐ Prospective Purchaser ☐ Representative/Agent X **Tenant/Applicant**
Mailing Address:	**8051 CONGRESS AVENUE, BOCA RATON, FL 33487**
Business Telephone: **561-226-9332**	Home: Fax:
Name of Representative (if different from owner and Applicant):	David J. Moscoso, Attorney at Law DMoscoso@beckerlawyers.com
I am the (check one):	X **Attorney Representing Owner/Applicant** ☐ Contractor and/or Architect ☐ Other (please specify)
Mailing Address:	2525 Ponce de Leon Blvd, Suite 825, Coral Gables, FL 33134
Business Telephone: 305-260-1003	Home: Fax:305-442-2232

Location of Subject Property: **3001 NORTH STATE ROAD, NO. 7, LAUDERDALE LAKES, FL 33313**

Property Size: **20.3 acres (886,683sqft.)**

Present Zoning: **COMMUNITY SHOPPING (B3)**

Present Land Use Designation: **COMMERCIAL**

Folio Number: **4941 25 43 0010**

Full Legal Description (attach additional sheets, if necessary): **SECTION 25, TOWNSHIP 49 SOUTH RANGE 41 EAST, BROWARD COUNTY FLORIDA.SEE FULL LEGAL DESCRIPTION ATTACHED.**

Brief Description of Request

Exception 1: Telecommunications Tower Distance Requirement Justification:

See Separate description of request provided under separate cover by Attorney David J. Moscoso.

Exception 2: Concrete Wall Exception Justification:

See Separate description of request provided under separate cover by Attorney David J. Moscoso.

APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.

PROPERTY OWNER'S SIGNATURE

PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this _____
day of _____, 20_____.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

Lauderdale Lakes
LIFE IN FULL COLOR

DEVELOPMENT APPLICATION OWNER CERTIFICATION

(Please complete all that apply)

For use when petitioner is NOT the Owner of the Subject Property:

This is to certify that I am the owner of subject lands described in the above petition. I have authorized **SBA Towers X, LLC** to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Brandon Wheeler

Print name of Petitioner

Signature of Petitioner

STATE OF ARKANSAS COUNTY OF Benton

The foregoing instrument was Sworn to and Subscribed before me this 21 of August, 2024, by Brandon Wheeler, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public Joseph A Pritchard Signature of Notary Public

My Commission Expires: 7/1/33

JOSEPH A PRITCHARD
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 07/01/33
COMMISSION NO. 12724265

Lauderdale Lakes
LIFE IN FULL COLOR

DEVELOPMENT APPLICATION OWNER CERTIFICATION
(Please complete all that apply)

Tenant or Owner Affidavit
I, Lawrence Harris being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or anyone appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Lawrence Harris
Print Name

Signature

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was Sworn to and Subscribed before me this 22 of May, 2024 by
who is personally known to me or who has produced D as identification.

CAROLINA GONZALEZ
Notary Public-State of Florida
Commission # HH 429233
My Commission Expires
August 13, 2027

Carolina Gonzalez
Printed Name of Notary Public

Signature of Notary Public

My Commission Expires: 8/13/2027

Lauderdale Lakes
LIFE IN FULL COLOR

DEVELOPMENT APPLICATION OWNER CERTIFICATION
(Please complete all that apply)

Corporation Affidavit

I/We, Lawrence Harris being first duly sworn, depose and say that I/we am the SBA Towers X, LLC Senior-Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Lawrence Harris

(Printed name)

(Signature)

Attorney Affidavit_ David Moscoso.pdf

DocVerify ID:	969B9A40-0521-4AE1-A729-3BDCF2294386
Created:	August 02, 2024 16:47:45 -5:00
Pages:	1
Remote Notary:	Yes / State: FL

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E-Signature Summary

E-Signature 1: David Moscoso (DM)
August 02, 2024 17:13:04 -5:00 [69943F83957A] [73.73.88.5]
DMoscoso@beckerlawyers.com (Principal) (Personally Known)

E-Signature Notary: Nora E. Portuondo (NEP)
August 02, 2024 17:13:04 -5:00 [56905BECCDC9] [104.190.57.25]
NPortuondo@beckerlawyers.com
I, Nora E. Portuondo, did witness the participants named above electronically sign this document.

DocVerify documents cannot be altered or tampered with in any way once they are protected by the DocVerify VeriVault System. Best viewed with Adobe Reader or Adobe Acrobat.
All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.

Attorney Affidavit

I, David Moscoso, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

David Moscoso
Print name of Petitioner

David Moscoso
Signed on 2024/08/02 17:13:04 -5:00
Signature of Petitioner

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was Sworn to and Subscribed before me this 2nd of August, 2024, by David Moscoso, who is personally known to me or who has produced _____ as identification.

Nora E. Portuondo
Printed Name of Notary Public

Signed on 2024/08/02 17:13:04 -5:00
Signature of Notary Public

My Commission Expires: 2/25/2025

DocVerify
Nora E Portuondo
Commission # HH 97903
Notary Public - State of Florida
My Commission Expires Feb 25, 2025
Notary Stamp 2024/08/02 14:13:04 PST 56905BECCDC9

Notarial act performed by audio-visual communication

969B9A40-0521-4AE1-A729-3BDCF2294386 --- 2024/08/02 16:47:45 -5:00 --- Remote Notary

DocVerify ID: 969B9A40-0521-4AE1-A729-3BDCF2294386
www.docverify.com
Page 1 of 1 | 13BDCF2294386

Attorney Affidavit

I, Kathleen O. Berkey, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Kathleen O. Berkey
Print name of Petitioner
Counsel for SBA Towers X, LLC

Signature of Petitioner

STATE OF Florida COUNTY OF Lee

The foregoing instrument was Sworn to and Subscribed before me this 2nd of August, 2024, by Kathleen O. Berkey who is personally known to me or who has produced _____ as identification.

Janet Dunnigan
Printed Name of Notary Public

Signature of Notary Public

My Commission Expires: 9-01-2025

JANET DUNNIGAN
MY COMMISSION # HH 172100
EXPIRES: September 1, 2025
Bonded Thru Notary Public Underwriters

8051 Congress Avenue
Boca Raton, FL 33487-1307

sbasite.com

Inventory of existing sites

(FL22902-S - WM 3625 Lauderdale Lakes)

- SBA Communications / SBA Towers X, LLC has no pre-existing telecommunications towers and antennas within the city of Lauderdale Lakes.

- Please see below the pre-existing telecommunication towers of others within one mile radius from the proposed site (3001 N STATE Rd 7, Lauderdale Lakes, FL / Parcel ID: 494125430010).

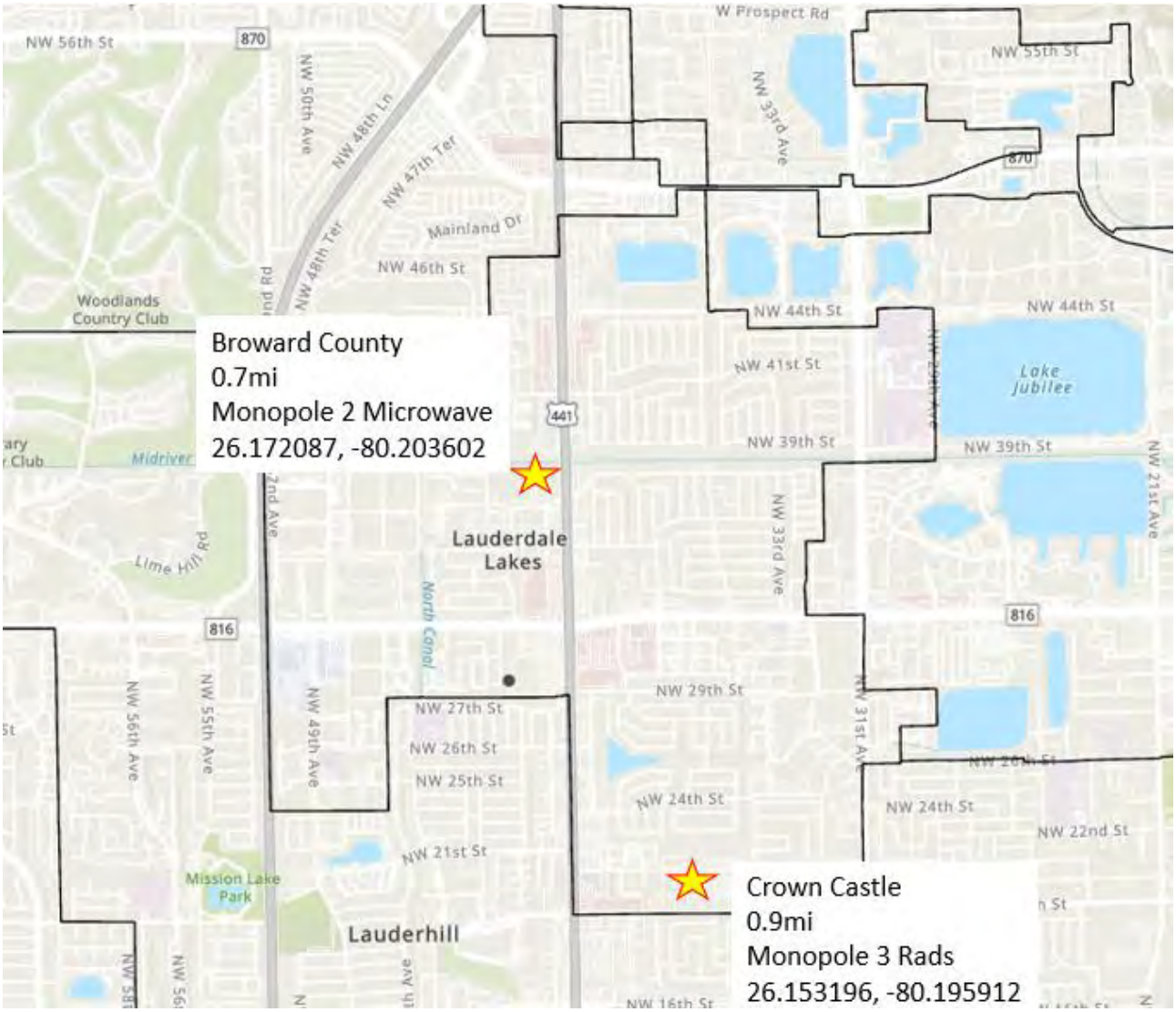


EXHIBIT A

Verizon Wireless
4700 Exchange Court, Suite 100
Boca Raton, FL 33431

To whom it may concern:

Regarding FL27086-L Supercenter:

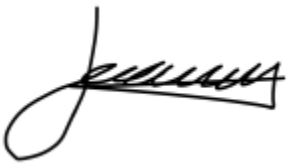
Verizon Wireless owns multiple FCC licenses, which entitles the company to operate within a number of assigned frequency ranges. This in turn, generally eliminates interference issues from CB radios, electronic appliances, pacemakers, fire and police equipment, as well as other carriers.

Verizon Wireless agrees to comply with all FCC rules regarding human exposure to radio frequency energy (OET 65 guidelines).

Careful isolation studies have been performed to determine the ideal vertical and horizontal separation between Verizon Wireless antennas and any other communication service's antennas. The antenna isolation studies increase our ability to eliminate as many chances as possible of our transmitted frequencies from interfering with other's equipment.

In the unlikely event that interference does occur, Verizon Wireless agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon Wireless installation.

Respectfully submitted,



Jorge Castaneda
Engineer-RF System Design
Verizon Wireless

8051 Congress Avenue
Boca Raton, FL 33487-1307

sbasite.com

TO: City of Lauderdale Lakes' Planning Board and City Commission

FROM: SBA Communications

DATE: February 26, 2024

SUBJECT: FL22902-S - W M 3625 Lauderdale Lakes - Remedial Plan to rectify potential obstruction with public safety telecommunications

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To Whom It May Concern:

As part of our site agreements with service providers, it is required that wireless equipment deployed on our towers fulfill the applicable regulations from FCC and other parties, e.g., FAA. Wireless Operators on their part only deploy equipment on SBA sites that transmits in accordance with regulations set by the FCC regulatory authority, including transmitting within the licensed frequency bands and power limitations. SBA customers, i.e., Wireless operators, ensure that the sites undergo a rigorous regulatory process before they come on air to provide service.

As a pre-requisite to commercial deployments, equipment manufacturers are required to undergo certification of their products towards the requisite FCC regulations and is validated by equipment manufacturers at independent third-party Accredited Test Labs in accordance with FCC regulation prior to tower commercial deployments. FCC regulations cover various aspects including Out-Of-Band Emissions (OOBE) limits as well as power spectral density limits, which protect against interference towards Public Safety bands and equipment in other frequency bands.

The wireless equipment models deployed by Verizon commercially on the proposed site, would be part of a wider scale deployment covering several hundreds or thousands of sites {after having fulfilled FCC certification), which ensures extensive stress tests in a wide variety of real-life conditions over long periods of time.

The above aspects are expected to eliminate interference towards any Public Safety organizations.

In the unlikely event that interference does occur specifically from the proposed site, SBA will engage with the public safety organization and Verizon to facilitate coordination, troubleshooting and rectification/ remediation activities. A step-by-step approach with wireless technical experts would need to be undertaken in such a case, as presented below.

Step 1 - Nature of interference, which includes aspects such as (a) are all devices or specific device models impacted, {b) Is interference experienced in the entire service area or select locations, {b) are specific frequencies impacted.

8051 Congress Avenue
Boca Raton, FL 33487-1307

sbasite.com

Step 2 – Perform testing jointly with public safety organization to further troubleshoot the cause of the interference.

Step 3 – Develop and deploy a fix to rectify / mitigate the interference. This could include aspects such as reducing output power for certain frequencies, changing antenna orientation / tilt, etc.

Step 4 – Perform testing to validate the fixes implemented as part of step 3.

As a final remark, please note that all tenants on the SBA site will be licensed by the FCC to operate within specific frequencies precisely allocated to avoid interference issues, and so far, we are unaware of any SBA sites which have been involved in causing interference to public safety users.

Respectfully,

Sanjay Dhawan

Vice-President, Technology & Operations

SBA Communications

RF Facility Justification

16974220 FL27086-L Supercenter

Prepared by Verizon Wireless RF Engineering

Jorge Castaneda

February 1, 2024

verizon

EXHIBIT D

Introduction:

There are two main drivers that prompt the need for a new cell site. One is coverage and the other is capacity.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

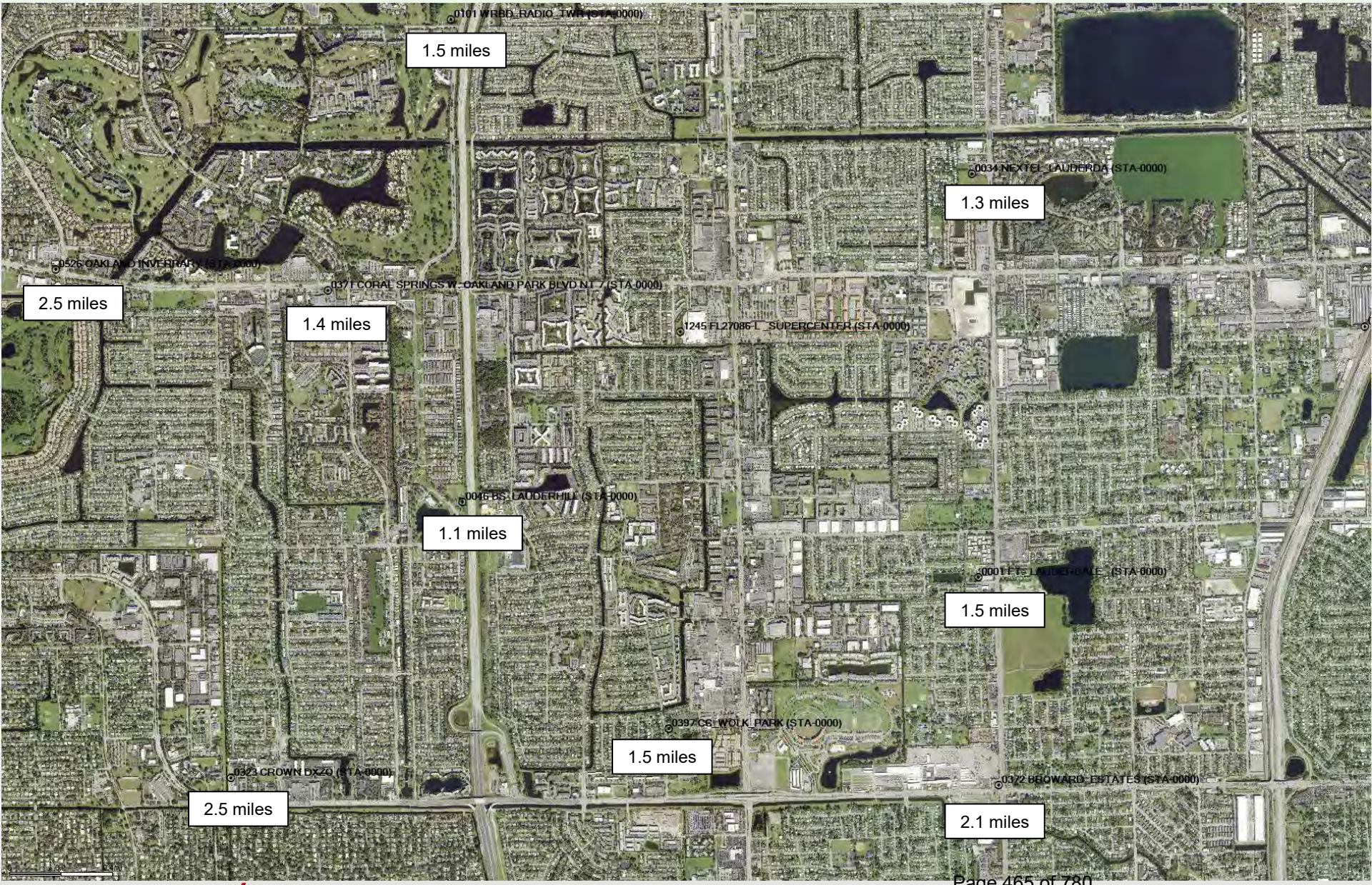
verizon

Capacity is the amount of resources a cell site has to handle customer demand. We utilize sophisticated programs that use current usage trends to forecast future capacity needs. Since it takes an average of (1-3) years to complete a cell site project, we have to start the acquisition process several years in advance to ensure the new cell site is in place before the existing cell site hits capacity limits.

Location, Location, Location. A good capacity cell site needs to be in the center of the user population which ensures even traffic distribution around the cell. A typical cell site is configured in a pie shape, with each slice (aka. sector) holding 33% of the resources. Optimal performance is achieve when traffic is evenly distributed across the 3 sectors.

Height. The requested tower height is the minimum height required to allow Verizon Wireless to meet the stated service objectives and provide seamless service to surrounding Verizon Wireless towers. Any reduction in the tower height will result in significantly diminished coverage improvements and capacity relief to the service area.

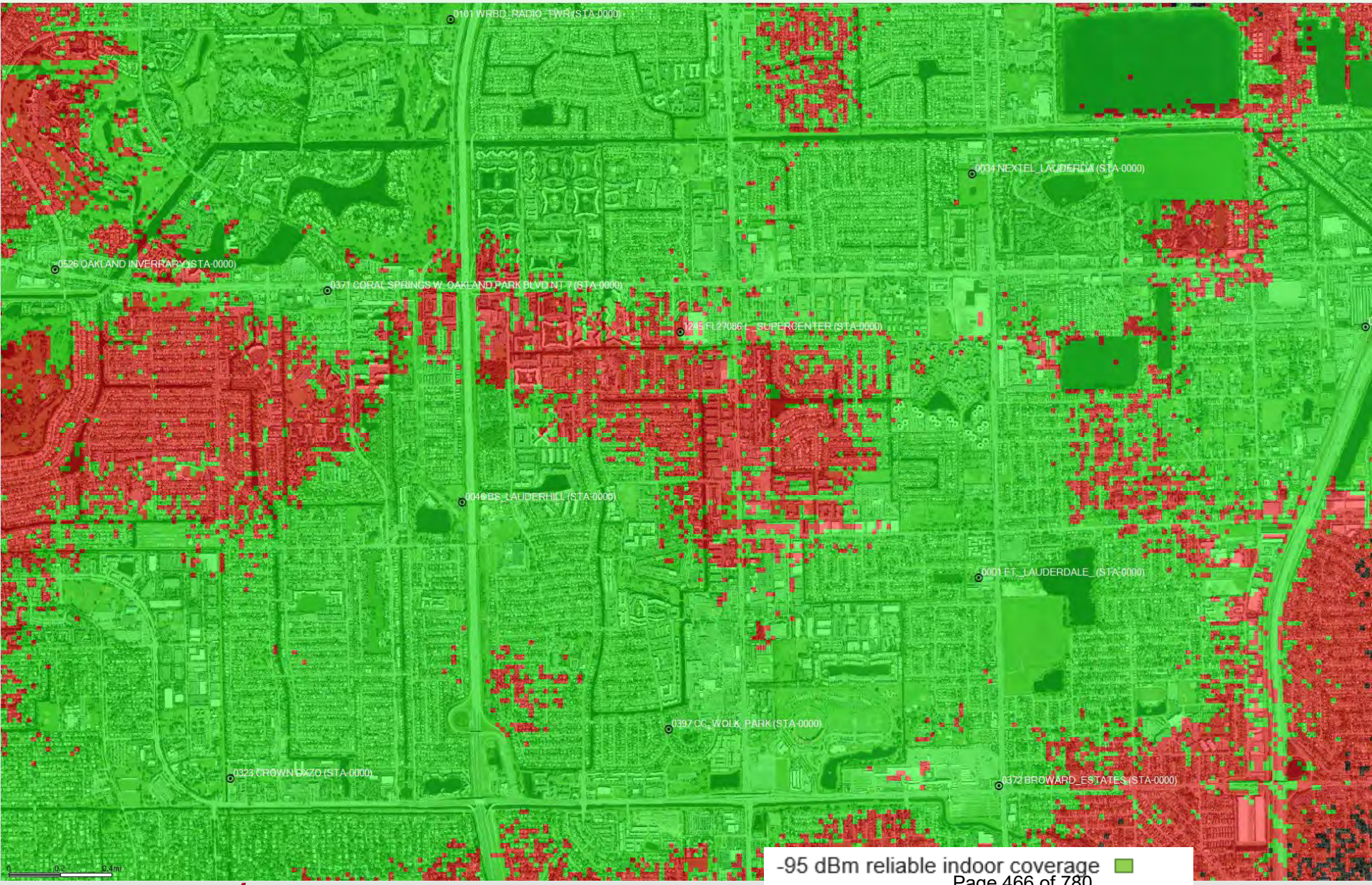
Verizon Wireless Site Map



verizon

EXHIBIT D3

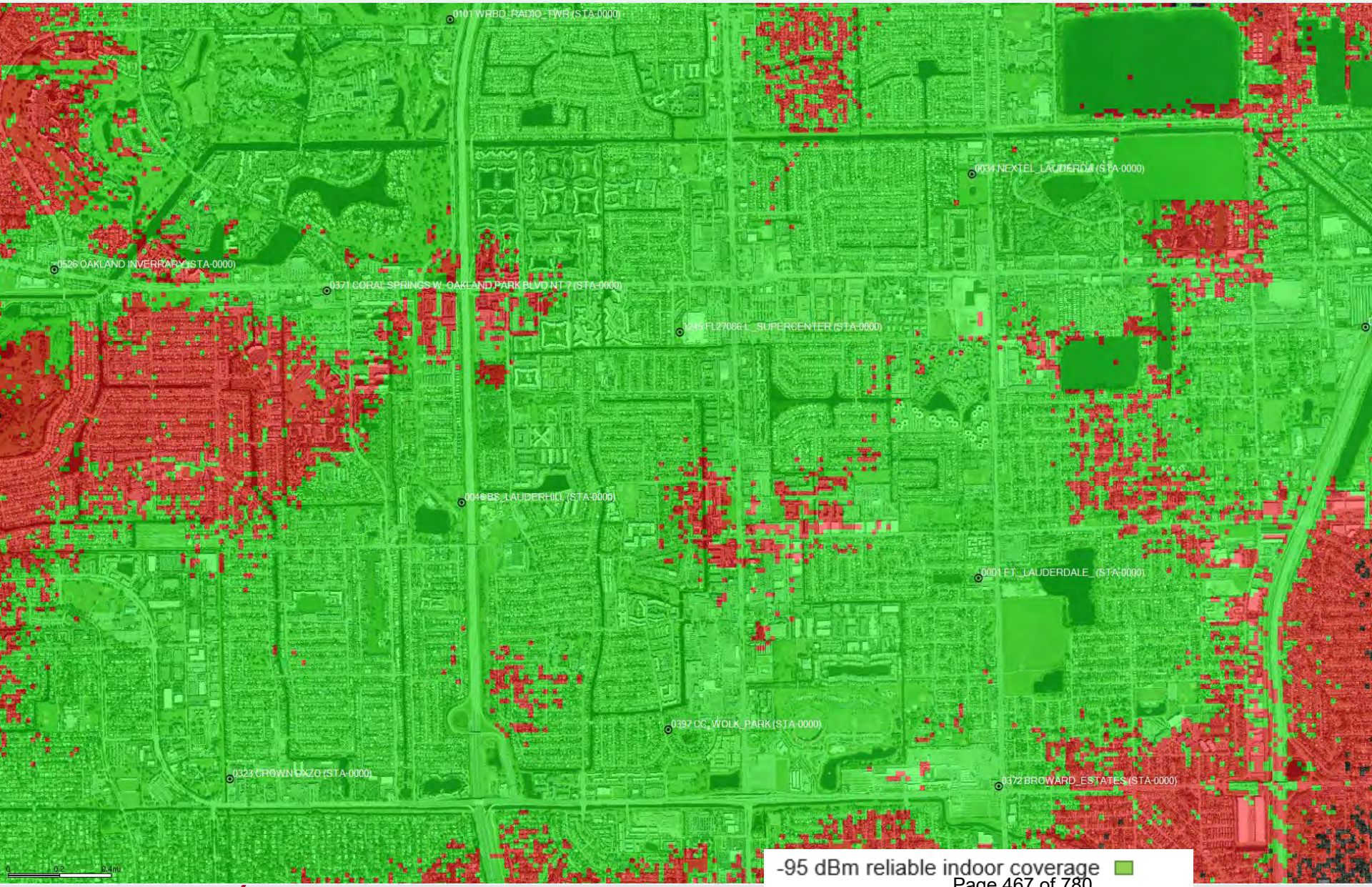
Coverage Area of Existing Network



verizon

EXHIBIT D4

Coverage Area of Propose Network



verizon

EXHIBIT D5

Site ID: FL22902-S

Scope of Work: Proposed 105' Monopine Tower

EXHIBIT E

3001 North State Road No.7

Lauderdale Lakes, FL 33313

(Broward County)

MAG. NORTH 8.5° W

1 OVERALL SITE PLAN

SCALE: N.T.S.

SBA

SBA SITE, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL

Kimley»Horn

©2024 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE REGISTRY NO.
696

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A&E PROJECT #:	241149179
DRAWN BY:	JJB
CHECKED BY:	SM

REVISIONS

NO.	DATE	DESCRIPTION
2	07/09/25	ISSUED FOR REVIEW
1	07/01/25	ISSUED FOR REVIEW

PROJECT No.
241149179

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD NO.7
LAUDERDALE LAKES, FL
33313

DESIGN TYPE:
EXHIBIT E

SHEET TITLE:
SITE PLAN

DRAWING NO.
C-1

REVISION:
C

1 EXISTING ELEVATION VIEW SCALE: N.T.S.

2 PROPOSED MONOPINE ELEVATION VIEW SCALE: N.T.S.

SBA SITE, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL

Kimley»Horn

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1920 WEKIVA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE REGISTRY NO.
696

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A&E PROJECT #:	241149179
DRAWN BY:	JJB
CHECKED BY:	SM

REVISIONS

NO.	DATE	DESCRIPTION
1	07/09/25	ISSUED FOR REVIEW
0	07/01/25	ISSUED FOR REVIEW

PROJECT No.
241149179

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD NO.7
LAUDERDALE LAKES, FL
33313

DESIGN TYPE:
EXHIBIT E

SHEET TITLE:
PHOTO SIMULATION
(FACING NORTHWEST)

DRAWING NO.	REVISION:
PS-1	A

1 EXISTING ELEVATION VIEW SCALE: N.T.S.

2 PROPOSED MONOPINE ELEVATION VIEW SCALE: N.T.S.

SBA SITE, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL

Kimley»Horn

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1920 WEKIVA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE REGISTRY NO.
696

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A&E PROJECT #:	241149179
DRAWN BY:	JJB
CHECKED BY:	SM

REVISIONS

NO.	DATE	DESCRIPTION
1	07/09/25	ISSUED FOR REVIEW
2	07/01/25	ISSUED FOR REVIEW

PROJECT No.
241149179

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD NO.7
LAUDERDALE LAKES, FL
33313

DESIGN TYPE:
EXHIBIT E

SHEET TITLE:
PHOTO SIMULATION
(FACING SOUTHWEST)

DRAWING NO.	REVISION:
PS-2	A

1 EXISTING ELEVATION VIEW SCALE: N.T.S.

2 PROPOSED MONOPINE ELEVATION VIEW SCALE: N.T.S.

SBA SITE, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL

Kimley»Horn

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1920 WEKIVA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE REGISTRY NO.
696

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149179
DRAWN BY:	JJB
CHECKED BY:	SM

REVISIONS

NO.	DATE	DESCRIPTION
1	07/09/25	ISSUED FOR REVIEW
0	07/01/25	ISSUED FOR REVIEW

PROJECT No.
241149179

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD NO.7
LAUDERDALE LAKES, FL
33313

DESIGN TYPE:
EXHIBIT E

SHEET TITLE:
PHOTO SIMULATION
(FACING EAST)

DRAWING NO.
PS-3

REVISION:
A

AFFIDAVIT AS TO PRE-EXISTING STRUCTURES

BEFORE ME this day personally appeared **Jorge Castaneda**, as **Radio Frequency Engineer** with **Verizon Wireless**, who after being duly sworn and deposed says that:

1. After conducting a thorough survey of the area around the subject property located at 3001 North State Road No. 7, Lauderdale, Lakes, FL 33313, there are no existing structures within a 0.5-mile radius that can support the proposed antenna equipment necessary to expand wireless service into this area and to add the needed network capacity; and

2. Verizon Wireless has carefully reviewed all potential existing structure options, but none meet the necessary requirements for height, load capacity, or location suitability.

By:_____
Jorge Castaneda, Radio Frequency Engineer
Verizon Wireless

STATE OF Florida

COUNTY OF Broward

Sworn to and subscribed before me by means of ☐ physical presence or ☑ online notarization this 16th day of October **2024**, by **Jorge Castaneda** as **Radio Frequency Engineer** with **Verizon Wireless**, a Florida limited liability corporation.

NOTARY PUBLIC

Personally Known X OR
Produced Identification _____

_____
Type of Identification

DocuSigned by:
Sign Mark Baesch
474A2FE44F36400...
Print Mark Baesch
My Commission expires: April 27th, 2028

MARK BAESCH
Notary Public - State of Florida
Commission # HH 520700
My Comm. Expires Apr 27, 2028
Bonded through National Notary Assn.

Affidavit Regarding Collocation - SBA Communication, Inc. - Lauderdale Lakes / WM 3625 site

To Whom it may concern:

This affidavit is to certify that I, Brent E. Hager am authorized by SBA Communications to work on their behalf, performing Site Acquisition services for the WM 3625 Lauderdale Lakes new cell tower site project.

It is to further certify that I have searched the surrounding area for possibilities to collocate the project's antennas upon, instead of building a new tower site, but have found none that are viable.

Lastly, page 3 shows a verification from Lauderdale Lakes that the city prefers that we find a different parcel, but that if we did not, they would consider a tower site in the Otis Gray Park parcel. **We found another parcel for the site.**

The closest existing tower site is 0.67 miles from the proposed site and is owned by Broward County. Broward County only allows for government agencies to place antennas on their towers for security reasons. See the statement on page 2 from Broward County showing confirmation of the statement above. This is "A" on page 2.

The 2nd closest tower is 0.89 miles from the proposed site and is owned by Crown Castle. It is too far away and also too short to provide the coverage needed for this project. It is only 100' tall, with 3 existing carriers already. This is "B" on page 2.

Any other towers are > one mile from the proposed site and are also considered by RF Engineering to be of no use to collocate upon for this project.

No other suitable structure that is tall enough and close enough to collocate upon was found, as well.
Of the alternative options listed in the Land Development Code, item (h), New stealth tower on privately owned property, is the option that became available. Our search determined that higher ranked alternative options were not available.

Print name of Petitioner Brent E. Hager

Signature of Petitioner Brent E. Hager

Notary
STATE OF NC COUNTY OF Alexander
The foregoing instrument was Sworn to and Subscribed before me this 20th of March 2024 by Brent E. Hager, who is personally known to me or who has produced NCDL as identification.

Printed Name of Notary Public Kristy M. Harrell

Signature of Notary Public Kristy M. Harrell

My Commission Expires: August 1st 2024

KRISTY M. HARRELL NOTARY PUBLIC ALEXANDER COUNTY, NC

Towers within, or close to one mile from the proposed site's coordinates;

Tower owner, coordinates, distance/direction from site and tower description:

A: Owned by Broward County and the County will not allow a collocate on towers used for emergency services. Its coordinates are: 26.172127, -80.203605; The tower is 0.71 mi NNE of site. It is a 135' monopole. **Not viable, as Broward County does not allow carrier collocation.**

B: Owned by Crown Castle and is on Lauderdale Lake property at a park. Its coordinates are: 26.153628, -80.195714. The tower is 0.89 mi SE of site; It is a 100.1' monopole, with 3 carriers in the top spots already. Estimated 60' RAD and below are available. **The tower site is too far away and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

C: Also owned by Crown Castle, at: 26.152732, -80.220011; 1.06 mi SW of site; 125' monopole with 4 carriers in the top spots. Estimated 70' and below available. **The site is also too far and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

***Any other existing towers, or tall structures are even further away than 1.06 miles and are of no use to collocate upon to satisfy Verizon's needs, per the RF Engineering report provided.**

Confirmation below – Leroy Keating: Carrier collocation is not allowed on Broward County's towers.

Brent Hager

From:	Keating, Leroy <LKEATING@broward.org> on behalf of Keating, Leroy
Sent:	Wednesday, August 17, 2022 11:08 AM
To:	Brent Hager
Cc:	Derek Waite
Subject:	RE: Verizon site name WM 3625 - Verification - Can or cannot collocate on County-owned tower

Good Morning Mr. Hager,

I had to do a little research to find this tower as it was not on our main list of towers. The tower in question is used specifically and only for the water treatment plant. There are no emergency communications or commercial communications placed on this tower. Water Wastewater has noted that the tower was only designed to hold their antennas.
As we discussed earlier Broward County only allows for government agencies to place antenna on the Broward County towers. The County does not allow for any commercial antenna to be placed on the County owned towers. This is due to security concerns from Homeland Security, Federal, State and Local Police.

Sincerely,

Leroy Keating

Leroy Keating
Property Agent
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Phone: (954) 357-6815 Fax: (954) 357-5544
Email: lkeating@broward.org

Map of the closest existing tower sites to the proposed SBA site

Note: No other building (or other structure) to collocate upon that is tall enough and close enough that could satisfy Verizon's needs was found within the search area, or even within 1 mile of the proposed SBA site.

EXHIBIT F2

Affidavit Regarding Heirarchy of site placement - SBA Communication, Inc. - Lauderdale Lakes / WM 3625

To Whom it may concern:

This affidavit is to certify that I, Brent E. Hager am authorized by SBA Communications to work on their behalf, performing Site Acquisition services for the WM 3625 Lauderdale Lakes new cell tower site project.

It is to further certify that I have searched the surrounding area for possibilities to collocate the project's antennas per Lauderdale Lakes hierarchy of site placement and secondary hierarchy regarding preferred zoning districts, instead of building a new tower site, but have found no higher order possibilities in the heirarchy that are viable.

Certified letters were sent to Lauderdale Lake, Lauderhill and Broward County for all viable parcels they have inside the search area.

Print name of Petitioner Brent E. Hager

Signature of Petitioner Brent E. Hager

Notary
STATE OF NC COUNTY OF Alexander
The foregoing instrument was Sworn to and Subscribed before me this 20th of March 2024 by Brent E. Hager, who is personally known to me or who has produced NCDL as identification.

Printed Name of Notary Public Kristy M. Harrell

Signature of Notary Public Kristy M. Harrell

My Commission Expires: August 1st 2024

KRISTY M. HARRELL NOTARY PUBLIC ALEXANDER COUNTY, NC

The hierarchy of site placement states the following:
Chapter 11, Sec. 1111.3. The order of ranking is from highest (a) to lowest (j). Where a lower ranked alternative is proposed, the applicant must demonstrate in its application that higher ranked options are not available in the manner described. The availability of a less expensive lease on a lower ranked site is not sufficient in and of itself to justify using the lower ranked alternative where a higher ranked alterative is otherwise available:
(a) Co-location on existing stealth tower on city-owned property. – **There are none within the search area and all existing towers are too far away and too short to satisfy Verizon's needs, per the RF Engineering report provided.**
(b) Co-location on existing telecommunications tower on city-owned property. - **No towers inside the search area are on city-owned properties, except in Lauderhill. It is too short and too far away, per the RF Engineering report provided.**

(c) Attached telecommunications facility on city-owned property. – **No nearby city-owned structure is tall enough.**
(d) Co-location on existing structures on city-owned property. – **No nearby city-owned structure is tall enough.**
(e) Co-location on existing stealth tower on privately owned property. – **None within the search area.**
(f) Attached telecommunications facility on privately owned property. - **There is only one existing tower site on Lauderdale Lakes city-owned property, see "B" on page 2. It is too far away and too short to satisfy Verizon's needs.**
(g) New stealth tower on city-owned property. – **The only city-owned property that could potentially be allowed was the Otis Gray Park. See Stephen Smith's confirmation on page 6, saying that the city would prefer that SBA use a privately-owned property, but would consider a site on the property as a last resort. Lauderdale Lakes was not interested on any other property, but certified letters were sent for each of their nearby properties, just in case. Proof of certified letters sent are included in this affidavit.**
(h) New stealth tower on privately owned property. - **Only one other privately owned property owner expressed interest, but later declined. It is the MARKETPLACE PLAZA LLC property at 2900-3784 N STATE ROAD. The only area of the property that the owner would allow would not meet setback requirements, anyway.**
(i) New telecommunications tower on city-owned property. - **The only city-owned property that could potentially be allowed was the Otis Gray Park. Stephen Smith's confirmation that the city would prefer that SBA use a privately-owned property, but would consider as a last resort is included on page 5. Lauderdale Lakes was not interested on any other property, but certified letters were sent for each of the viable properties within one mile, just in case. Proof of letters sent are included in this affidavit.**
(j) New telecommunications tower on privately owned property. **Only one other privately owned property owner expressed interest, but later declined. It is the MARKETPLACE PLAZA LLC property at 2900-3784 N STATE ROAD. The only area of the property that the owner would allow would not meet setback requirements, anyway.**

Note also that the water treatment plant in Lauderhill was considered, but Lauderhill declined (underground pipes).

No other suitable structure that is tall enough and close enough to collocate upon was found in Lauderdale Lakes, or Lauderhill. There was no interest among any other viable property owners in either city, as well.
Of the alternative options listed in the Land Development Code, item (h), New stealth tower on privately owned property, is the option that became available. Our search determined that higher ranked alternative options were not available.

Potential sites outside the 0.5 mile radius search ring will not satisfy Verizon's needs, per the RF Engineering report provided.

Towers within, or close to one mile from the proposed SBA site's coordinates;

Tower owner, coordinates, distance/direction from site, description and reason not used:

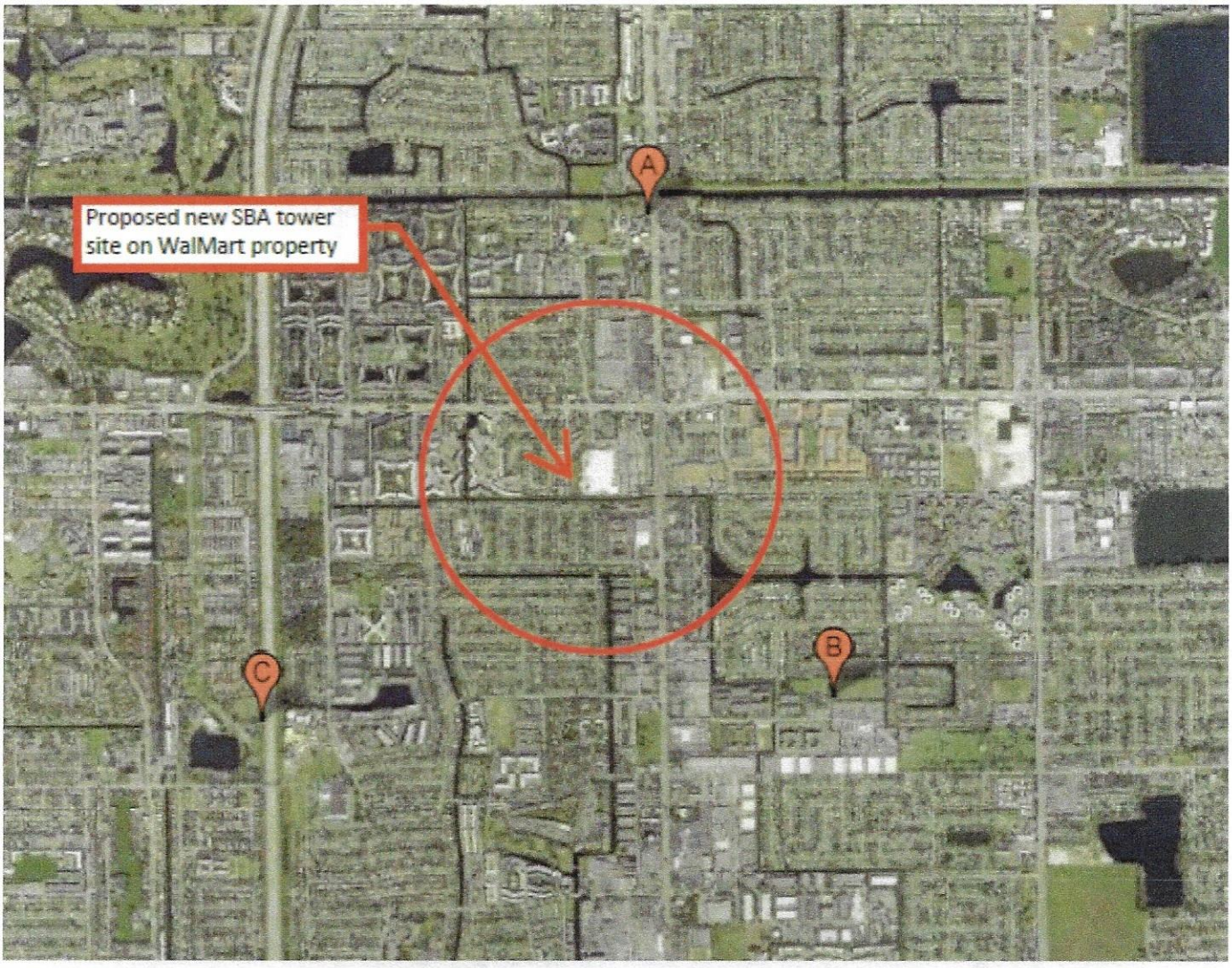
A: Owned by Broward County and the County will not allow a collocate on towers used for emergency services. Its coordinates are: 26.172127, -80.203605; The tower is 0.71 mi NNE of site. It is a 135' monopole. **Not viable, as Broward County does not allow carrier collocation, per the confirmation on page 5. It is too short to satisfy Verizon's needs, anyway, per the RF Engineering report provided.**

B: Owned by Crown Castle and is at a Lauderdale Lake city-owned park at: 3601 NW 21 St. Its coordinates are: 26.153628, -80.195714. The tower is 0.89 mi SE of the proposed SBA site. It is a 100.1' monopole, with 3 carriers in the top spots already. Estimated 60' RAD and below are available for collocation. **The tower site is too far away and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

C: Also owned by Crown Castle, at: 26.152732, -80.220011, in Lauderhill jurisdiction; 1.06 mi SW of the proposed SBA site; 125' monopole with 5 carriers in the top spots. Estimated 70' and below available. **The tower is too far away and too short, per the RF Engineering report provided.**

<u>*Any other existing towers, or tall structures are even further away than 1.06 miles and are of no use to collocate upon to satisfy Verizon's needs.</u>

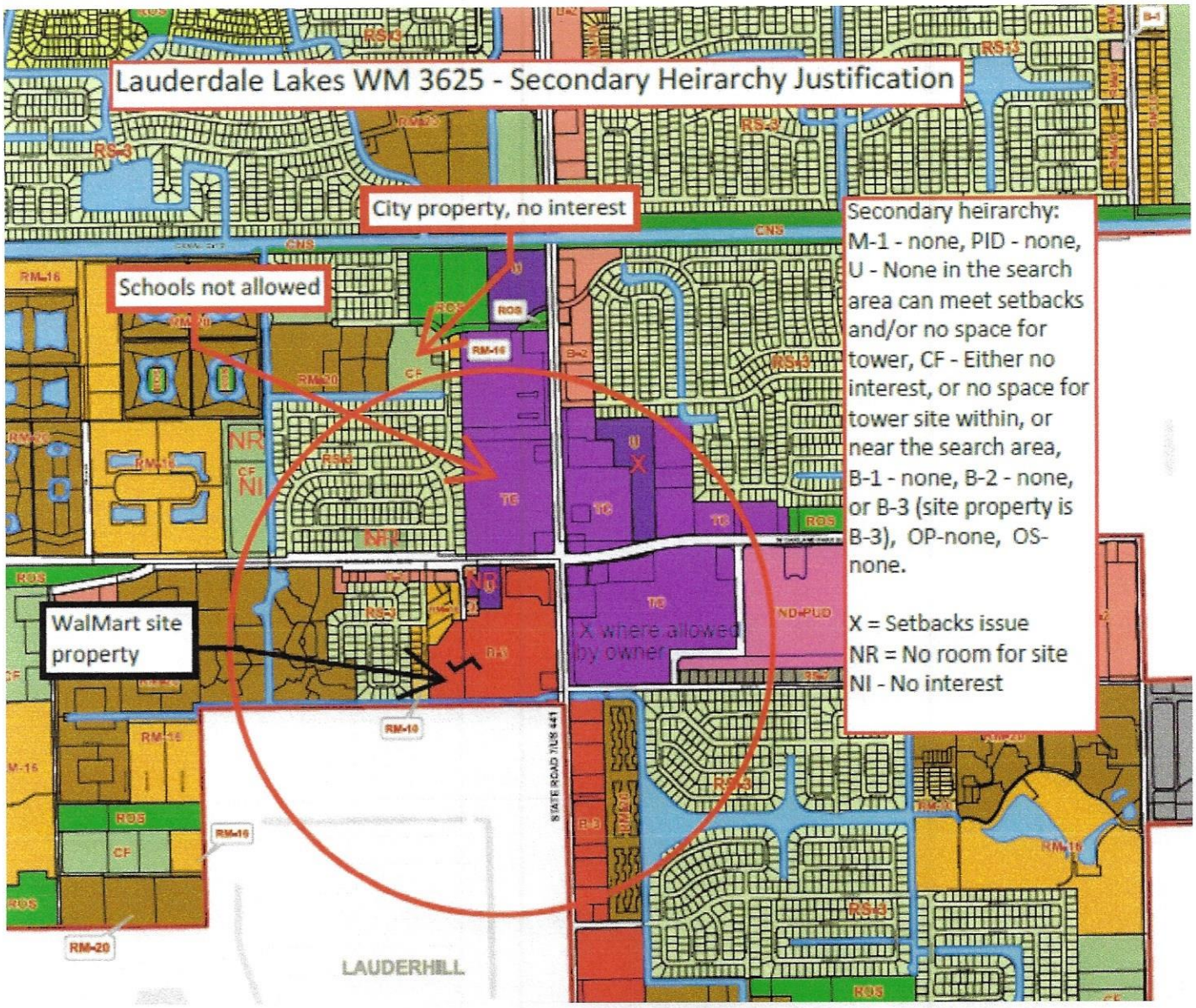
Map – Closest towers, none are viable, per the RF Engineering report provided, as they are outside the search area.



See Secondary Hierarchy Justification Map on page 4

See proof of certified letters were delivered for all viable properties owned by Lauderdale Lakes, Lauderhill and Broward County on the last 3 pages.

Map - Secondary Hierarchy Justification



Potential sites outside the 0.5 mile radius search ring will not satisfy Verizon's coverage needs, per the RF Engineering report provided.

Confirmation below – Leroy Keating: Carrier collocation is not allowed on Broward County's towers.

Brent Hager

From: Keating, Leroy <LKEATING@broward.org> on behalf of Keating, Leroy
Sent: Wednesday, August 17, 2022 11:08 AM
To: Brent Hager
Cc: Derek Waite
Subject: RE: Verizon site name WM 3625 - Verification - Can or cannot collocate on County-owned tower

Good Morning Mr. Hager,

I had to do a little research to find this tower as it was not on our main list of towers. The tower in question is used specifically and only for the water treatment plant. There are no emergency communications or commercial communications placed on this tower. Water Wastewater has noted that the tower was only designed to hold their antennas.
As we discussed earlier Broward County only allows for government agencies to place antenna on the Broward County towers. The County does not allow for any commercial antenna to be placed on the County owned towers. This is due to security concerns from Homeland Security, Federal, State and Local Police.

Sincerely,

Leroy Keating

Leroy Keating
Property Agent
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Phone: (954) 357-6815 Fax: (954) 357-5544
Email: lkeating@broward.org

Confirmation below: Lauderdale Lakes prefers another privately-owned parcel than at the Otis Gray Park.

Brent Hager

From:	Stephen Smith <stephens@lauderdalelakes.org> on behalf of Stephen Smith
Sent:	Tuesday, November 15, 2022 12:54 PM
To:	Brent Hager
Cc:	Tekisha Jordan
Subject:	RE: Verification-Cell towers are, or are not allowed on another Lauderdale Lakes property-Site # WM 3625

Good Afternoon Mr. Hager,

We are in receipt of your recent letter that was received by our office on 11/08/22. The letter is a follow-up of our previous emails in August regarding the proposal of a new wireless communications cell tower. After internal discussions, the City would prefer that private properties are sought first for new towers.

If you have contacted all private potential properties and have exhausted all other options, the Otis gray park (parcel id: 4941 25 00 0057) has been designated as a potential site for the proposal.

If you are interested in moving forward with the City property or would like to discuss other options, please let me know and we will arrange a virtual meeting with the necessary staff.

Also please provide documentation that shows you reached out to nearby property owners regarding your request.

Let me know if you have any questions regarding the above,

Have a great day!

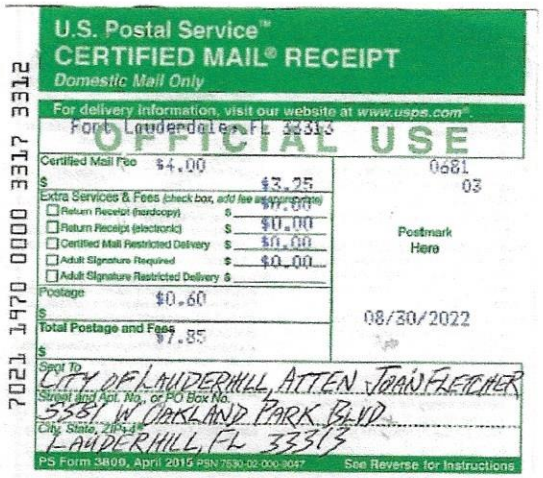
Stephen Smith
Planner I | Development Services
City of Lauderdale Lakes
4300 NW 36th Street | Lauderdale Lakes, FL 33319
stephens@lauderdalelakes.org
V: 9545352495
F: 954-731-5309

Note: No other structure that is tall enough and close enough to collocate upon was found within one mile of the proposed site that could satisfy Verizon's needs.

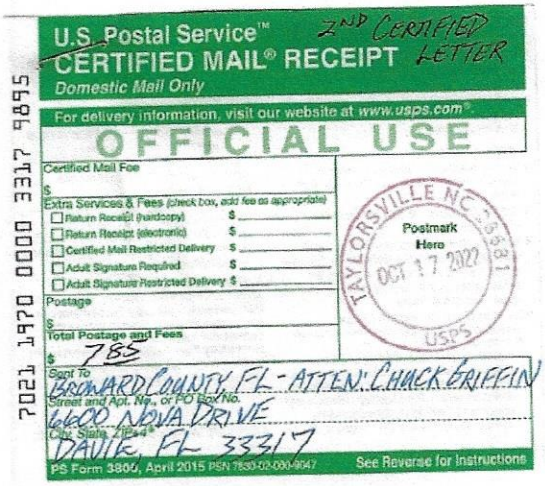
Certified letters sent for viable Lauderdale Lakes, Lauderhill and Broward County Properties

U.S. Postal Service™ 2ND CERT. LETTER
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
Total Postage and Fees
$ 7.85
TAYLORSVILLE NC 28681 OCT 2022 USPS
Postmark Here
Sent To CITY OF LAUDERDALE LAKES, FL/STEPHEN SMITH
Street and Apt. No., or PO Box No. 4300 NW 36TH STREET
City, State, ZIP+4® LAUDERDALE LAKES, FL 33319
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 9901

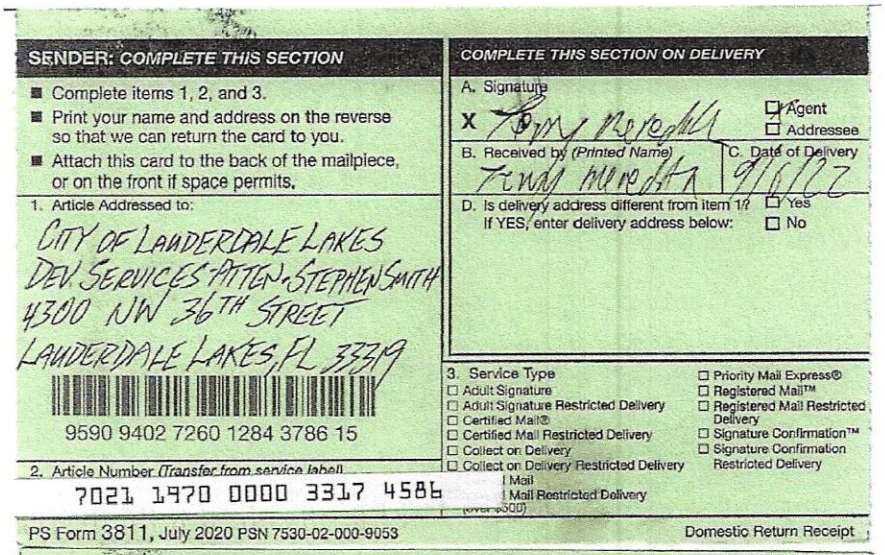
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $ $0.00
Return Receipt (electronic) $ $0.00
Certified Mail Restricted Delivery $ $0.00
Adult Signature Required $ $0.00
Adult Signature Restricted Delivery $
Postage $0.60
Total Postage and Fees $7.85
0681 01
Postmark Here
08/31/2022
Sent To CITY OF LAUDERDALE LAKES ATTEN: STEPHEN SMITH - DEV. SERVICES
Street and Apt. No., or PO Box No. 4300 N.W. 36TH STREET
City, State, ZIP+4® LAUDERDALE LAKES, FL 33319
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 4586


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Fort Lauderdale, FL 33313
OFFICIAL USE
Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $ $0.00
Return Receipt (electronic) $ $0.00
Certified Mail Restricted Delivery $ $0.00
Adult Signature Required $ $0.00
Adult Signature Restricted Delivery $
Postage $0.60
Total Postage and Fees $7.85
$3.25
0681 03
Postmark Here
08/30/2022
Sent To CITY OF LAUDERHILL, ATTEN JOAN FLETCHER
Street and Apt. No., or PO Box No. 5581 W OAKLAND PARK BLVD.
City, State, ZIP+4® LAUDERHILL, FL 33313
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 3312

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Fort Lauderdale, FL 33317
OFFICIAL USE
Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $ $0.00
Return Receipt (electronic) $ $0.00
Certified Mail Restricted Delivery $ $0.00
Adult Signature Required $ $0.00
Adult Signature Restricted Delivery $
Postage $0.60
Total Postage and Fees $7.85
$3.25
0681 03
Postmark Here
08/30/2022 (BECON)
Sent To BROWARD COUNTY, FL ATTEN CHUCK GRIFFIN
Street and Apt. No., or PO Box No. 6600 NOVA DRIVE
City, State, ZIP+4® DAVIE, FL 33317
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 3329


U.S. Postal Service™ 2ND CERTIFIED LETTER
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
Total Postage and Fees
$ 7.85
TAYLORSVILLE NC 28681 OCT 17 2022 USPS
Postmark Here
Sent To BROWARD COUNTY, FL - ATTEN: CHUCK GRIFFIN
Street and Apt. No., or PO Box No. 6600 NOVA DRIVE
City, State, ZIP+4® DAVIE, FL 33317
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 9895

Proof that the letters were received



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF LAUDERDALE LAKES
DEV. SERVICES ATTEN: STEPHEN SMITH
4300 NW 36TH STREET
LAUDERDALE LAKES, FL 33319

9590 9402 7260 1284 3786 15

2. Article Number (Transfer from service label)
7021 1970 0000 3317 4586

COMPLETE THIS SECTION ON DELIVERY

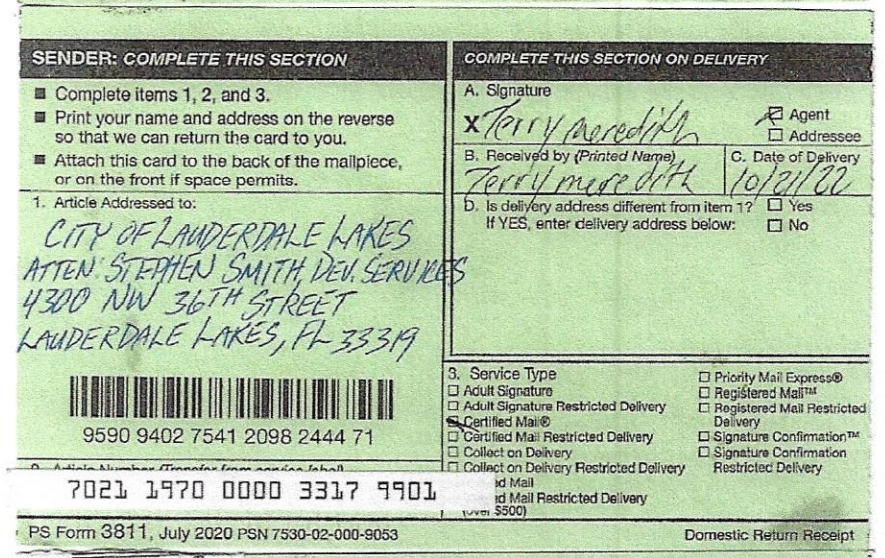
A. Signature
X Terry Meredith ☐ Agent ☐ Addressee

B. Received by (Printed Name) Terry Meredith C. Date of Delivery 9/6/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF LAUDERDALE LAKES
ATTEN: STEPHEN SMITH, DEV. SERVICES
4300 NW 36TH STREET
LAUDERDALE LAKES, FL 33319

9590 9402 7541 2098 2444 71

7021 1970 0000 3317 9901

COMPLETE THIS SECTION ON DELIVERY

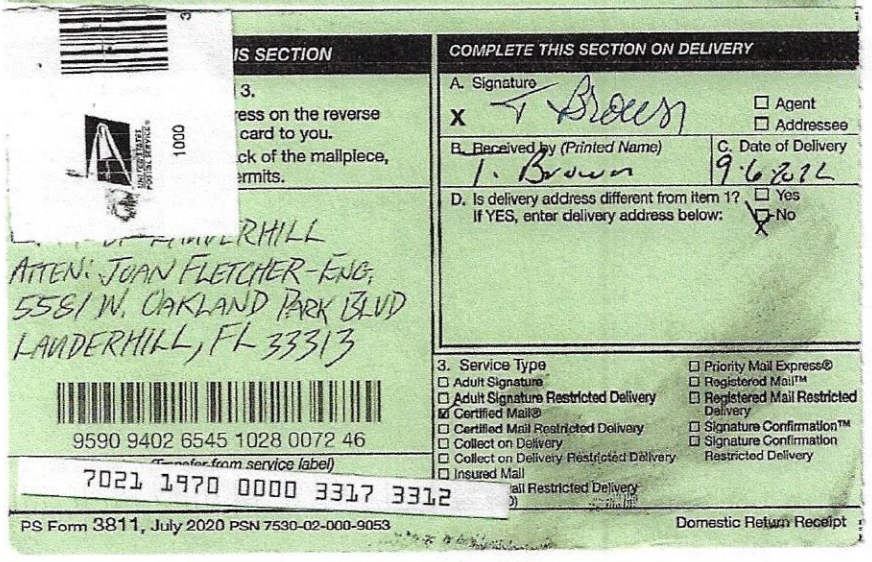
A. Signature
X Terry Meredith ☑ Agent ☐ Addressee

B. Received by (Printed Name) Terry Meredith C. Date of Delivery 10/21/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



COMPLETE THIS SECTION ON DELIVERY

A. Signature
X T Brown ☐ Agent ☐ Addressee

B. Received by (Printed Name) T. Brown C. Date of Delivery 9.6.2022

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ATTEN: JOAN FLETCHER-ENG;
5551 W. OAKLAND PARK BLVD
LAUDERHILL, FL 33313

9590 9402 6545 1028 0072 46

7021 1970 0000 3317 3312

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

THIS SECTION

and 3.

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BROWARD COUNTY, FL
ATTEN: CHUCK GRIFFIN - BECON
6600 NOVA DRIVE
DAVIE, FL 33317

9590 9402 6545 1028 0072 53

2. Article Number (Transfer from service label)

7021 1970 0000 3317 3329

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery 9/2/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BROWARD COUNTY, FL
ATTEN: CHUCK GRIFFIN
6600 NOVA DRIVE
DAVIE, FL 33317

9590 9402 7541 2098 2444 64

2. Article Number (Transfer from service label)

7021 1970 0000 3317 9895

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 10/22/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT G8

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

August 29/2022

Broward County, FL
Atten: Chuck Griffin -Broward Education Communications Network (BECON)
WBEC-TV/WKPX-FM
6600 Nova Drive
Davie, FL 33317

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower on Broward County School Property.

Dear Mr. Griffin,

This certified letter is a follow-up of our previous conversations on 8/3/2022 and 8/26/2022, as well as emails I sent on 8/23/22, on 8/25/22. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderdale Lakes and Lauderhill, FL. The ½ mile radius search area center is near the intersection of N State Rd 7 and NW 29th St.
- There is a hierarchy of site placement that prefers city, or county-owned properties over private properties in Lauderhill and in Lauderdale Lakes. There are 2 Broward County School Properties that were relayed to you. The first is close enough to work for Verizon's needs, at **2640 NW 46 Ave Lauderhill, FL – Castle Hill Elementary School**; the 2nd school appears to be too far away, at 3925 N State Rd Lauderdale Lakes, FL. There is a third school that is also too far away, at: 1901 NW 49 Ave Lauderhill, FL.
- SBA Communications would build a new tower for Verizon. The 2 existing towers in the area have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures that are tall enough for a collocate have been found nearby.

Per our conversation, you noted that towers are not allowed on Broward County School properties, mainly due to public resistance, but that the Legal Department will need to verify that. You relayed my questions to Legal and we are awaiting an official response, as to whether towers are allowed.

If the response you get from Legal says that towers *are* allowed on school properties and if there is interest in a ground lease with SBA Communications at Castle Hill Elementary School, please contact me at: bhager@tepgroup.net, or by phone at; M: 828-261-5582, or O: 828-635-5059

Sincerely, Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

August 30/2022

City of Lauderhill
ATTN: Joan Fletcher - Engineering
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower-Water treatment plant property- Certified letter

Dear Joan Fletcher,

This certified letter is a follow-up of our previous conversations on 8/3/2022, as well as emails I sent on 8/3/22 and 8/4/22 and a certified letter sent 8/30/2022. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderhill, FL. The center of the ½ mile radius search area (for a new tower site) is near the intersection of N State Rd 7 and NW 29th St.
- There is a hierarchy of site placement in Lauderhill that prefers city-owned properties over private properties, so I need try to use those properties, if possible, or rule them out. There is a water treatment plant property of interest at 2101 NW 49 Ave Lauderhill, FL.
- SBA Communications would build a new tower site for Verizon. The 2 closest existing towers (outside the search area) have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures have been found nearby, that are tall enough for a collocate of cell equipment.

Per our discussions, you noted that a new tower site could not be allowed on the above-mentioned water treatment property, as it is a wellfield protected zone and the property also has many underground pipes. Since the property is ruled out, we will pursue private properties, as well.

If the decision is made to allow the tower site, please let me know as soon as possible at: bhager@tepgroup.net, or by phone at; **M: 828-261-5582**, or O: 828-635-5059

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

August 30, 2022

City of Lauderdale Lakes
Atten: Stephen Smith - Development Services
4300 NW 36th Street Lauderdale Lakes, FL 33319

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower-Lauderdale Lakes parks and other properties - Certified letter

Dear Mr. Smith,

This certified letter is a follow-up of our previous emails I sent on 8/25/22 and 8/26/22. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderdale Lakes and Lauderhill, FL. The center of the ½ mile radius search area (for a new tower site, or collocate) is near the intersection of N State Rd 7 and NW 29th St, at the WalMart.
- There is a hierarchy of site placement in Lauderdale Lakes that prefers city-owned properties over private properties, so I need try to use a city-owned property, if possible, or receive verification that they could not be used. A list of the properties of interest is below.
- SBA Communications would build a new tower site for Verizon. The 2 closest existing towers (outside the search area) have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures have been found nearby, that are tall enough for a collocate of cell equipment.

Per our discussions, you noted that a new tower site could potentially be allowed, but would need to be verified with staff, to determine if it would be in the city's best interest.

The properties of interest that I have found so far, are as follows:

Vincent Torres Park – 2 parcels - ID 4941 24 00 0121 and 4941 24 00 0120
Broward County Habitat Connectivity Project Park – Parcel ID 4941 25 00 0084
Otis Gray Park – 2 parcels – ID and 4941 25 00 0057 and 4941 25 00 0090
City offices property – ID 4941 24 06 0010, at 4941 24 06 0010
Vacant parcel 4941 24 00 0119, on NW 34 STREET

If you find that any of these parcels could be allowed for a new tower site, or if you know of another city-owned property that could work within ½ mile of WalMart, please relay its location.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

Please feel free to contact me by email at: bhager@tepgroup.net,
or by phone at; M: 828-261-5582, or O: 828-635-5059

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

October 17/2022

Broward County, FL
Atten: Chuck Griffin -Broward Education Communications Network (BECON)
WBEC-TV/WKPX-FM
6600 Nova Drive
Davie, FL 33317

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower on Broward County School Property.

Dear Mr. Griffin,

This certified letter is a follow-up of our previous conversations on 8/3/2022 and 8/26/2022, as well as emails I sent on 8/23/22, on 8/25/22 and the certified letter sent 8/30/2022. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderdale Lakes and Lauderhill, FL. The ½ mile radius search area center is near the intersection of N State Rd 7 and NW 29th St.
- There is a hierarchy of site placement that prefers city, or county-owned properties over private properties in Lauderhill and in Lauderdale Lakes. There are 2 Broward County School Properties that were relayed to you. The first is close enough to work for Verizon's needs, at **2640 NW 46 Ave Lauderhill, FL – Castle Hill Elementary School**; the 2nd school appears to be too far away, at 3925 N State Rd Lauderdale Lakes, FL. There is a third school that is also too far away, at: 1901 NW 49 Ave Lauderhill, FL.
- SBA Communications would build a new tower for Verizon. The 2 existing towers in the area have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures that are tall enough for a collocate have been found nearby.

Per our conversation, you noted that towers are not allowed on Broward County School properties, mainly due to public resistance, but that the Legal Department will need to verify that. You relayed my questions to Legal and we were awaiting an official response, as to whether towers are allowed. Since I never heard back regarding Legal's response, I assume there is no interest. Please correct me if that is not the case, but we will pursue private properties as well, in the meantime.

If you do get a response from Legal saying that towers *are* allowed on school properties and if there is interest in a ground lease with SBA Communications at Castle Hill Elementary School, please contact me at: bhager@tepgroup.net, or by phone at; M: 828-261-5582, or O: 828-635-5059.

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

October 17, 2022

City of Lauderdale Lakes
Atten: Stephen Smith - Development Services
4300 NW 36th Street Lauderdale Lakes, FL 33319

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower-Lauderdale Lakes parks and other properties - Certified letter

Dear Mr. Smith,

This certified letter is a follow-up of our previous emails I sent on 8/25/22 and 8/26/22 and the certified letter sent 8/30/2022. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderdale Lakes and Lauderhill, FL. The center of the ½ mile radius search area (for a new tower site, or collocate) is near the intersection of N State Rd 7 and NW 29th St, at the WalMart.
- There is a hierarchy of site placement in Lauderdale Lakes that prefers city-owned properties over private properties, so I need try to use a city-owned property, if possible, or receive verification that they could not be used. A list of the properties of interest is below.
- SBA Communications would build a new tower site for Verizon. The 2 closest existing towers (outside the search area) have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures have been found nearby, that are tall enough for a collocate of cell equipment.

Per our discussions, you noted that a new tower site could *potentially* be allowed, but would need to be verified with certain staff, to determine if it would be in the city's best interest. I have not received any follow-up on interest, so I assume there is no interest on the parks properties noted below. We are reaching out to private properties, as well, but please let me know if interest is determined on any of those parks properties.

The properties of interest that I have found so far, are as follows:

Vincent Torres Park – 2 parcels - ID 4941 24 00 0121 and 4941 24 00 0120
Broward County Habitat Connectivity Project Park – Parcel ID 4941 25 00 0084
Otis Gray Park – 2 parcels – ID and 4941 25 00 0057 and 4941 25 00 0090
City offices property – ID 4941 24 06 0010, at 4941 24 06 0010
Vacant parcel 4941 24 00 0119, on NW 34 STREET

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

If you find that any of these parcels could be allowed for a new tower site, or if you know of another city-owned property that could work within ½ mile of WalMart at 3001 N State Rd Lauderdale Lakes, FL, please relay its location.

Please feel free to contact me by email at: bhager@tepgroup.net,
or by phone at; **M: 828-261-5582**, or O: 828-635-5059

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

August 30/2022

City of Lauderhill
ATTN: Joan Fletcher - Engineering
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower-Water treatment plant property- Certified letter

Dear Joan Fletcher,

This certified letter is a follow-up of our previous conversations on 8/3/2022, as well as emails I sent on 8/3/22 and 8/4/22 and a certified letter sent 8/30/2022. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderhill, FL. The center of the ½ mile radius search area (for a new tower site) is near the intersection of N State Rd 7 and NW 29th St.
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If the decision is made to allow the tower site, please let me know as soon as possible at: bhager@tepgroup.net, or by phone at; **M: 828-261-5582**, or O: 828-635-5059

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

...IS SECTION

...3.
...ress on the reverse
... card to you.
...ck of the mailpiece,
...ermits.

...ERHILL
ATTEN: JOAN FLETCHER-ENG.
5581 W. OAKLAND PARK BLVD
LAUDERHILL, FL 33313

9590 9402 6545 1028 0072 46

...Transfer from service label)
7021 1970 0000 3317 3312

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

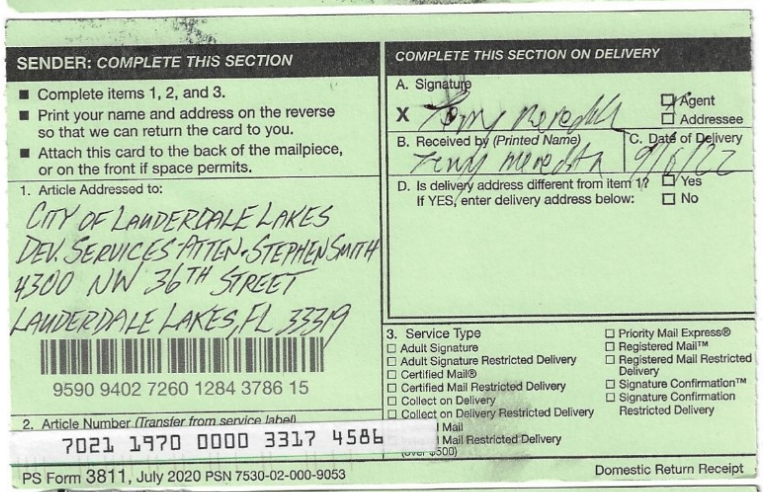
A. Signature
X T Brown ☐ Agent ☐ Addressee

B. Received by (Printed Name)
T. Brown
C. Date of Delivery
9.6.22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No X

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
...ail Restricted Delivery
...0)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
CITY OF LAUDERDALE LAKES
DEV. SERVICES ATTEN. STEPHEN SMITH
4300 NW 36TH STREET
LAUDERDALE LAKES, FL 33319

9590 9402 7260 1284 3786 15

2. Article Number (Transfer from service label)
7021 1970 0000 3317 4586

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

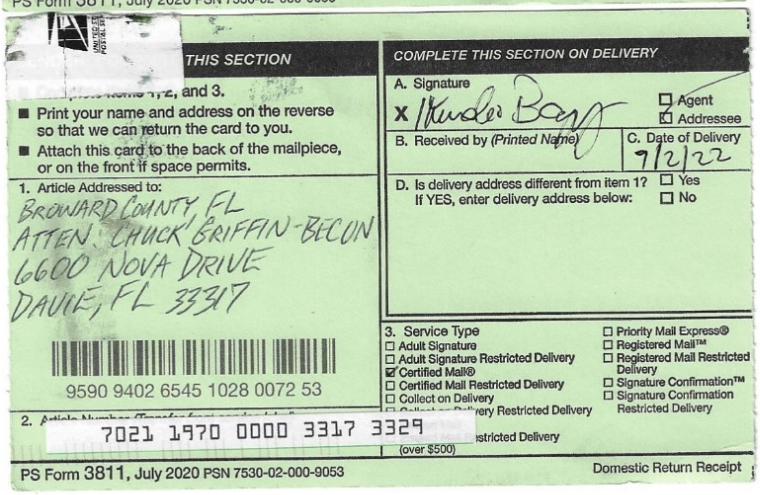
A. Signature
X Terry Meredith ☐ Agent ☐ Addressee

B. Received by (Printed Name)
Terry Meredith
C. Date of Delivery
9/6/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



...THIS SECTION

...and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
BROWARD COUNTY, FL
ATTEN: CHUCK GRIFFIN-BECON
6600 NOVA DRIVE
DAVIE, FL 33317

9590 9402 6545 1028 0072 53

2. ...
7021 1970 0000 3317 3329

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by (Printed Name)
C. Date of Delivery
9/2/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ ...very Restricted Delivery
...stricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561 995 7670
F + 561 995 7626

sbasite.com

Structural Capacity Letter

September 18, 2024

Site ID: FL22902-S
Site Name: WM 3625 Lauderdale Lakes
Site Address: 3001 State Road 7
City: Lauderdale Lakes
State & Zip Code: FL 33313

100' Proposed Tower

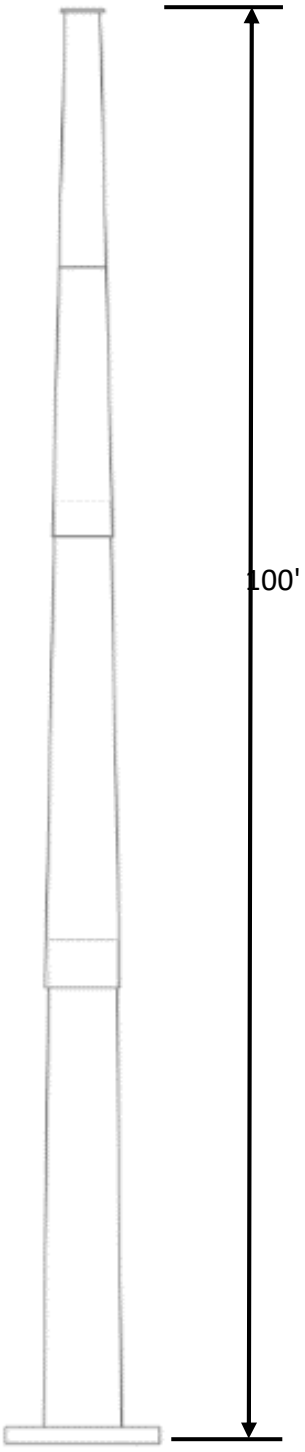
Dear Anthony Esquivel,

The proposed tower design for an Ultimate Wind Speed of 170 mph without ice, Risk Category II, Exposure Category C, and Topographic Category 1 will be per the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard For Antenna Supporting Structures and Antennas".

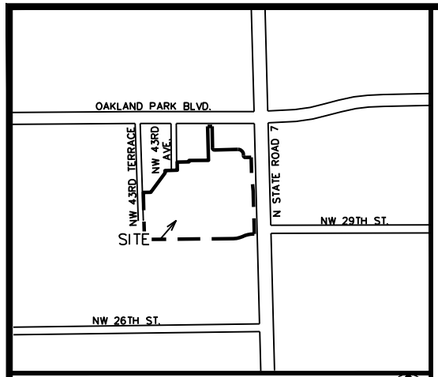
When appropriately designed and approved by an experienced Engineer of Record (EOR) per this standard, the above-said cell tower can support multiple tenants. Per the standards, the loads are factored in, and the tower materials include strength reduction factors. Therefore, it is highly unlikely that the tower will fall flat on the ground in a wind event higher than the designed wind speed.

Sincerely,

Jaffar Alqazzaz
Structural Engineer I



Note: The tower shown here is conceptual purpose only, not for construction. An EOR will review and approve the final design of the tower.



VICINITY MAP n.t.s.

NOTES:

1. BASIS OF THE BEARINGS AND COORDINATES IS THE FLORIDA EAST ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON MARCH 22, 2023; TIED TO THE FLORIDA PERMANENT REFERENCE NETWORK, (FPRN), USING REAL-TIME-KINEMATIC (RTK) GPS SYSTEM, INCORPORATING A SPECTRA SP85 GPS RECEIVER AND EXPRESSED IN US SURVEY FEET.

2. THIS SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SURVEY SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED, EXCEPT AS PORTIONS SHOWN HEREON.

3. AREA COMPUTED BY COORDINATE GEOMETRY

4. DEED REFERENCE: OFFICIAL RECORDS BOOK 39708, PAGE 971

5. PLAT REFERENCE: PLAT BOOK 175, PAGE 50

6. PID # 49-41-25-43-0010

7. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, OR RESTRICTIONS NOT SHOWN AND IS NOT AN ALTA/NSPS LAND TITLE SURVEY.

8. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THE LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

9. ALL PROPERTY OWNERSHIPS WERE TAKEN FROM CURRENT COUNTY TAX MAP RECORDS AND/OR RECORDED PLATS ONLY

10. BY GRAPHIC DETERMINATION THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", BASED UPON FEMA COMMUNITY PANEL# 12011C0362H, EFFECTIVE AUGUST 18, 2014.

11. LESSEE INFORMATION:
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

12. PROPERTY OWNER INFORMATION:
WAL-MART STORES EAST LP
PO BOX 8050
BENTONVILLE, AR 72712

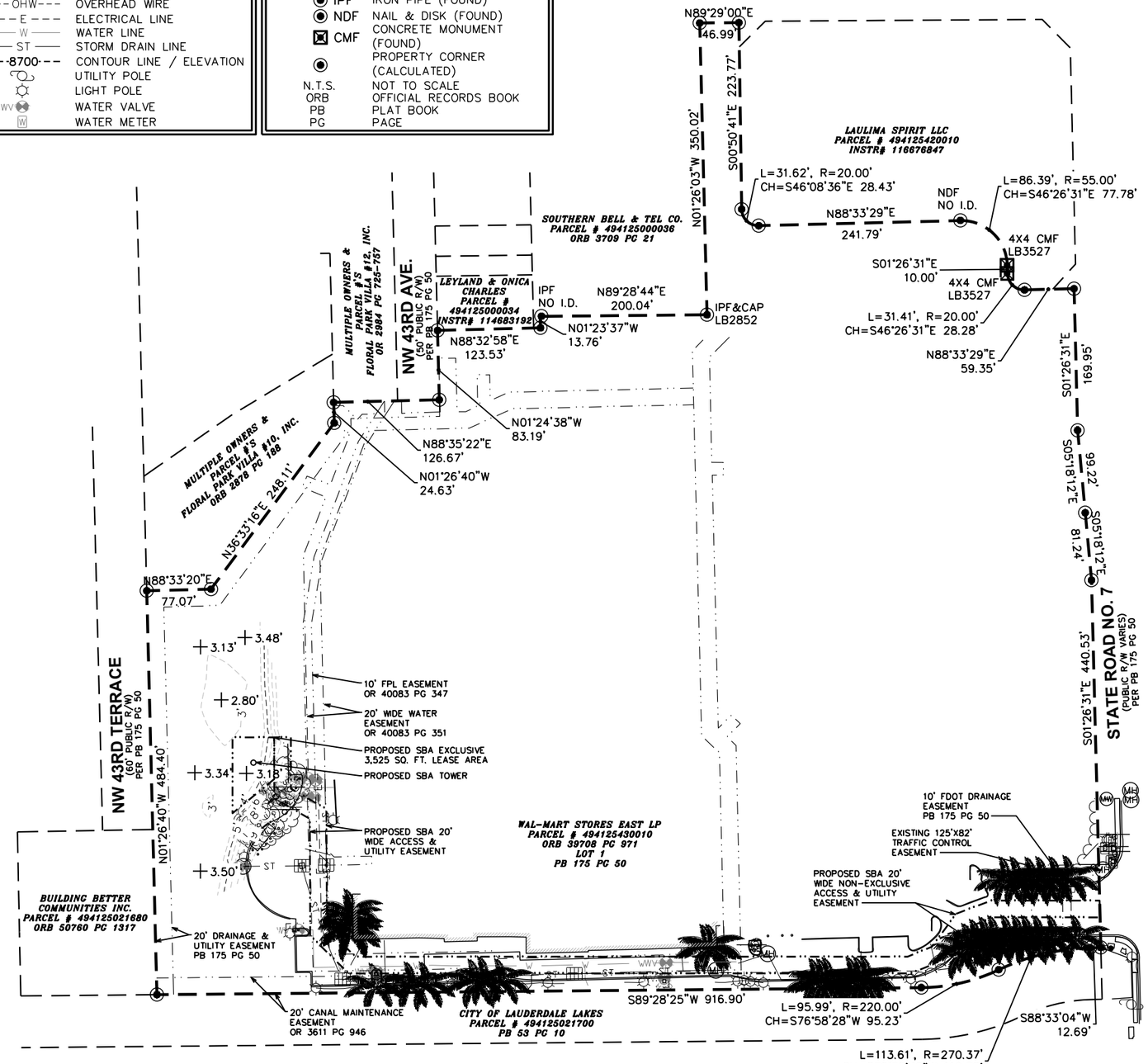
REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

LEGEND

PROPERTY LINE	
PROPERTY LINE (NOT SURVEYED)	
---R/W---	RIGHT-OF-WAY
——X——	CHAIN LINK FENCE
	TREE LINE
	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
---E---	ELECTRICAL LINE
——W——	WATER LINE
——ST——	STORM DRAIN LINE
---8700---	CONTOUR LINE / ELEVATION
	UTILITY POLE
	LIGHT POLE
WV	WATER VALVE
W	WATER METER

LEGEND

	FIRE HYDRANT
	DROP INLET
MH	MANHOLE
	SIGN
	PALM TREE
+100.00'	SPOT ELEVATION
IPF	IRON PIPE (FOUND)
NDF	NAIL & DISK (FOUND)
CMF	CONCRETE MONUMENT (FOUND)
	PROPERTY CORNER (CALCULATED)
N.T.S.	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE



TEP
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FLORIDA 33610
COA # LB8217

SHEET #: 1 OF 4 | TEP #: 275237

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177 AND SECTIONS 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.
CERTIFIED THIS 1ST DAY OF OCTOBER, 2024.

TIMOTHY L FISH
LICENSE NUMBER
6819
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

TIMOTHY L. FISH, P.S.M
LIC. NO. LS6819

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY (TIMOTHY L. FISH, P.S.M. LS 6819 ON OCTOBER 1, 2024.)
SURVEY MAP AND/OR REPORT OF THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:

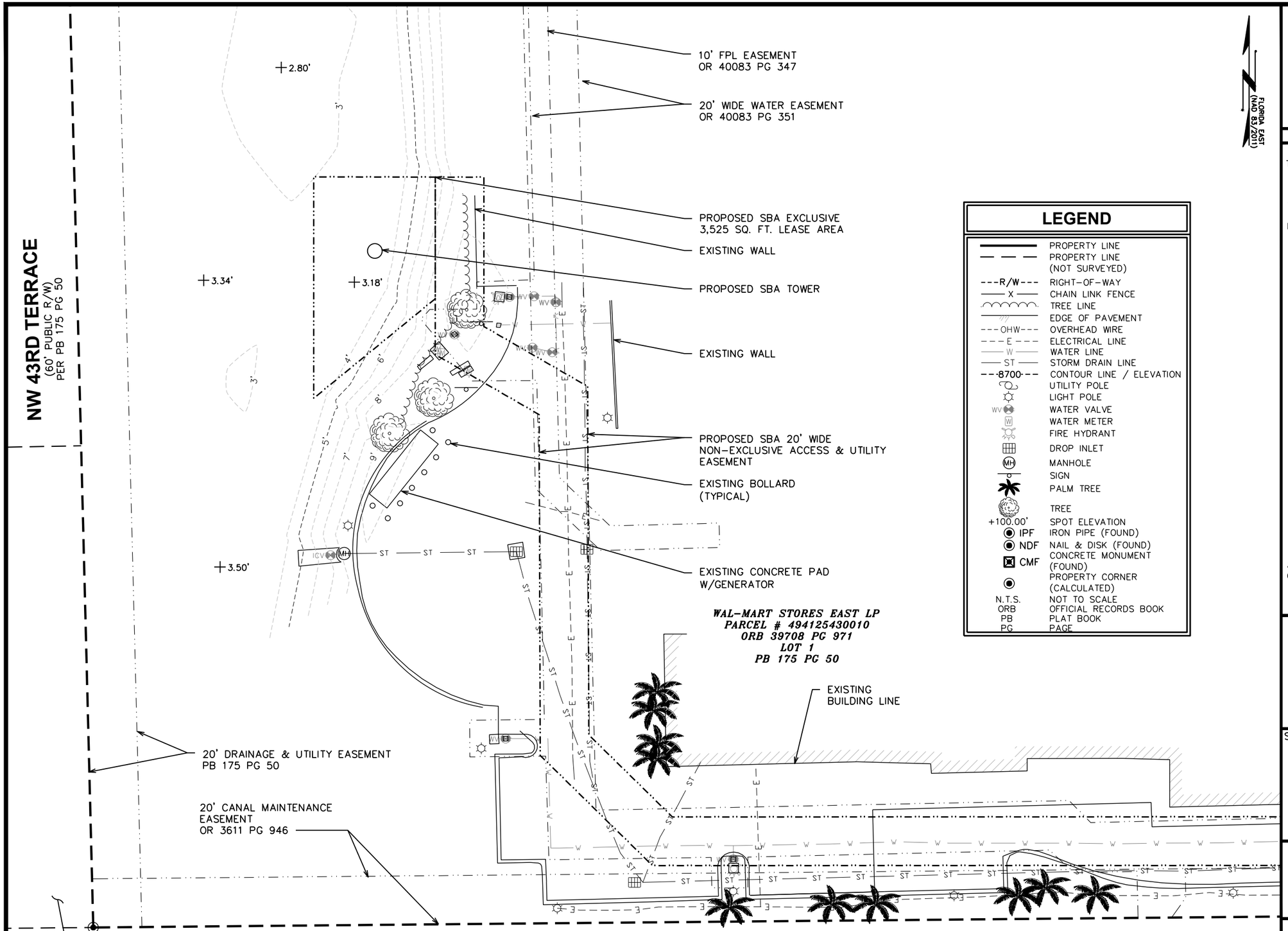
SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'

SCALE: 1" =150'
ORIGINAL MAP SIZE 11.00" X 17.00"



LEGEND

———	PROPERTY LINE
— — —	PROPERTY LINE (NOT SURVEYED)
---R/W---	RIGHT-OF-WAY
——— X ———	CHAIN LINK FENCE
	TREE LINE
	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
--- E ---	ELECTRICAL LINE
——— W ———	WATER LINE
——— ST ———	STORM DRAIN LINE
---8700---	CONTOUR LINE / ELEVATION
	UTILITY POLE
	LIGHT POLE
WV	WATER VALVE
W	WATER METER
	FIRE HYDRANT
	DROP INLET
MH	MANHOLE
	SIGN
	PALM TREE
	TREE
+100.00'	SPOT ELEVATION
IPF	IRON PIPE (FOUND)
NDF	NAIL & DISK (FOUND)
CMF	CONCRETE MONUMENT (FOUND)
	PROPERTY CORNER (CALCULATED)
N.T.S.	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE

FLORIDA EAST (NAD 83/2011)

TEP
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FLORIDA 33610
COA # LB8217

SHEET #: 2 OF 4 | TEP #: 275237

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
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CERTIFIED THIS 1ST DAY OF OCTOBER, 2024.

TIMOTHY L FISH
LICENSE NUMBER
6819
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

TIMOTHY L. FISH, P.S.M
LIC. NO. LS6819
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY (TIMOTHY L. FISH, P.S.M. LS 6819 ON OCTOBER 1, 2024.) SURVEY MAP AND/OR REPORT OF THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

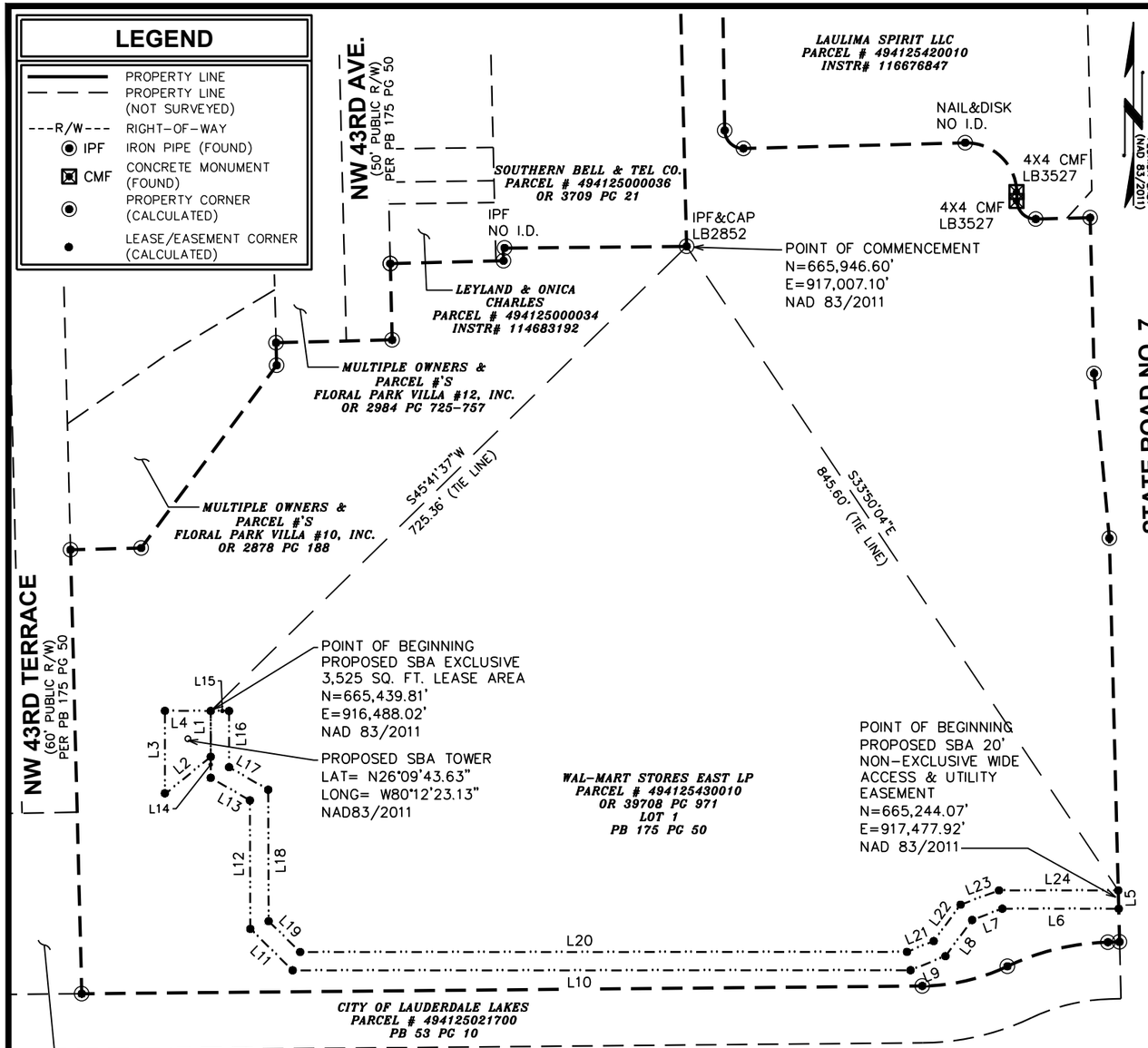
SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
FIELD WORK PERFORMED ON: 03/22/23

0' 40' 80'
SCALE: 1" = 40'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S00°00'22"W	50.00'	L9	S67°58'48"W	41.01'	L17	S59°59'33"E	49.30'
L2	S50°43'05"W	64.60'	L10	S89°59'13"W	674.02'	L18	S00°10'53"E	143.25'
L3	N00°00'22"E	91.00'	L11	N45°34'00"W	64.68'	L19	S45°34'00"E	48.14'
L4	S89°53'13"E	50.00'	L12	N00°10'53"W	140.11'	L20	N89°59'13"E	661.96'
L5	S01°26'31"E	20.01'	L13	N59°59'33"W	49.35'	L21	N67°58'48"E	31.48'
L6	N89°59'49"W	126.96'	L14	N00°00'22"E	72.96'	L22	N36°28'09"E	49.35'
L7	S69°29'46"W	35.12'	L15	S89°53'13"E	20.00'	L23	N69°29'46"E	44.67'
L8	S36°28'09"W	49.06'	L16	S00°00'22"W	61.37'	L24	S89°59'49"E	130.08'

LEGAL DESCRIPTION OF 3,525 SQ. FT. LEASE AREA (AS SURVEYED)

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 39708 AT PAGE 971 OF THE BROWARD COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AND CAP, STAMPED, "LB2852", SAID IRON BEING A NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 39708, PAGE 971, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,946.60', AND EASTING = 917,007.10'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 45°41'37" WEST A DISTANCE OF 725.36 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 3,525 SQ. FT. LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,439.81', AND EASTING = 916,488.02'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 00°00'22" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 50°43'05" WEST A DISTANCE OF 64.60 FEET TO A POINT; THENCE NORTH 00°00'22" EAST A DISTANCE OF 91.00 FEET TO A POINT; THENCE NORTH 89°53'13" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 3,525.00 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 20' ACCESS & UTILITY EASEMENT (AS SURVEYED)

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 39708 AT PAGE 971 OF THE BROWARD COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AND CAP, STAMPED, "LB2852", SAID IRON BEING A NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 39708, PAGE 971, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,946.60', AND EASTING = 917,007.10'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 33°50'04" EAST A DISTANCE OF 845.60 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 7, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING FLORIDA STATE PLANE COORDINATES OF: NORTHING = 665,244.07'; AND EASTING = 917,477.92'; THENCE, FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT OF WAY, SOUTH 01°26'31" EAST A DISTANCE OF 20.01 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, NORTH 89°59'49" WEST A DISTANCE OF 126.96 FEET TO A POINT; THENCE SOUTH 69°29'46" WEST A DISTANCE OF 35.12 FEET TO A POINT; THENCE SOUTH 36°28'09" WEST A DISTANCE OF 49.06 FEET TO A POINT; THENCE SOUTH 67°58'48" WEST A DISTANCE OF 41.01 FEET TO A POINT; THENCE SOUTH 89°59'13" WEST A DISTANCE OF 674.02 FEET TO A POINT; THENCE NORTH 45°34'00" WEST A DISTANCE OF 64.68 FEET TO A POINT; THENCE NORTH 00°10'53" WEST A DISTANCE OF 140.11 FEET TO A POINT; THENCE NORTH 59°59'33" WEST A DISTANCE OF 49.35 FEET TO A POINT; THENCE NORTH 00°00'22" EAST A DISTANCE OF 72.96 FEET TO A POINT; THENCE SOUTH 89°53'13" EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 00°00'22" WEST A DISTANCE OF 61.37 FEET TO A POINT; THENCE SOUTH 59°59'33" EAST A DISTANCE OF 49.30 FEET TO A POINT; THENCE SOUTH 00°10'53" EAST A DISTANCE OF 143.25 FEET TO A POINT; THENCE SOUTH 45°34'00" EAST A DISTANCE OF 48.14 FEET TO A POINT; THENCE NORTH 89°59'13" EAST A DISTANCE OF 661.96 FEET TO A POINT; THENCE NORTH 67°58'48" EAST A DISTANCE OF 31.48 FEET TO A POINT; THENCE NORTH 36°28'09" EAST A DISTANCE OF 49.35 FEET TO A POINT; THENCE NORTH 69°29'46" EAST A DISTANCE OF 44.67 FEET TO A POINT; THENCE SOUTH 89°59'49" EAST A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINING 24,729.09 SQUARE FEET OR 0.568 ACRES MORE OR LESS.

TEP
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FLORIDA 33610
COA # LB8217

SHEET #: 3 OF 4 | TEP #: 275237

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177 AND SECTIONS 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.
CERTIFIED THIS 1ST DAY OF OCTOBER, 2024.

TIMOTHY L FISH LICENSE NUMBER 6819 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

TIMOTHY L. FISH, P.S.M
LIC. NO. LS6819

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY (TIMOTHY L. FISH, P.S.M. LS 6819 ON OCTOBER 1, 2024.) SURVEY MAP AND/OR REPORT OF THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'

SCALE: 1" = 150'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

SCHEDULE B - SECTION II EXCEPTIONS

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
COMMITMENT NO: 01-22035431-01T
COMMITMENT EFFECTIVE DATE: JULY 27, 2022 AT 7:00 AM
SCHEDULE B - SECTION II

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE BE, PART I-REQUIREMENTS ARE MET. (AFFECT PARENT PARCEL. NONE OBSERVED.)

2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

4. MECHANICS, CONTRACTORS OR MATERIAL MENS LIENS AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD. (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

5. ANY CHANGES IN TITLE OCCURRING SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENTS AND PRIOR TO THE DATE OF ISSUANCE OF THE TITLE POLICY. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

6. DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH MATTER VIOLATE 42 USC 3604 (c). (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

7. QUANTITY OF ACREAGE/SQUARE FOOTAGE AS SET FORTH IN SCHEDULE A, IF ANY. (AFFECT PARENT PARCEL.)

8. TAXES AND SPECIAL ASSESSMENTS FOR CURRENT TAX YEAR AND ALL SUBSEQUENT YEARS. (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

9. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE PLAT OF LAUDERDALE LAKES GATE-SECTION NO. 3, AS RECORDED IN PLAT BOOK 53, PAGE 10, RECORDED DATE 05/27/1960 IN BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

10. SUBJECT TO EASEMENT AS SET FORTH IN DEED RECORDED 03/01/1968, IN BOOK 3611, PAGE 946 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

11. ELECTRIC EASEMENT IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY, RECORDED 08/30/1972, AS BOOK 5025, PAGE 287 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

12. SUBJECT TO RIGHT OF WAY EASEMENT AND RESTRICTIONS AS SET FORTH IN DEED RECORDED 07/05/1973 AS BOOK 5116, PAGE 532 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

13. EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 07/24/1973, AS BOOK 5375, PAGE 585 OF THE BROWARD COUNTY RECORDS. (DOES NOT AFFECT PARENT PARCEL.)

14. BILL OF SALE ABSOLUTE, BY AND BETWEEN J.C. PENNEY PROPERTIES, INC., AND BROWARD COUNTY, FLORIDA, RECORDED AS BOOK 5415, PAGE 587 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

15. WATER AND SANITARY SEWAGE EASEMENT IN FAVOR OF BROWARD COUNTY, FLORIDA, RECORDED 08/22/1973 AS BOOK 5415, PAGE 590 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

16. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 11/08/1973 IN BOOK 5518, PAGE 219 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

17. UTILITY EASEMENT RECORDED 06/21/1974 AS BOOK 5817, PAGE 74 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

18. RECIPROCAL ACCESS EASEMENT AGREEMENT, BY AND BETWEEN J.C. PENNEY PROPERTIES, INC., AND KONRAD ULMER, RECORDED 08/24/1998, IN BOOK 28785, PAGE 1202 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

19. PROFESSIONAL SURVEYOR AND MAPPER'S AFFIDAVIT, RECORDED 05/24/2005, IN BOOK 39708, PAGE 984 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

20. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED 07/15/2005, AS BOOK 40083, PAGE 347 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

21. SECURITY/LIEN AGREEMENT INSTALLATION OF REQUIRED IMPOROVEMENTS, BY AND BETWEEN BROWARD COUNTY, AND WAL-MART STORES, L.P., RECORDED 10/12/2005, IN BOOK 40716, PAGE 967 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

22. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE PLAT OF WAL-MART AT LAUDERDALE LAKES, AS RECORDED IN PLAT BOOK 175, PAGE 50, RECORDED DATE 10/12/2005 IN BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

23. ORDINANCE, RECORDED 07/17/2006, IN BOOK 42408, PAGE 1 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

24. BILL OF SALE ABSOLUTE, BY AND BETWEEN WAL-MART STORES EAST, L.P., AND BROWARD COUNTY, RECORDED 07/27/2006, IN BOOK 42479, PAGE 952 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

25. AMENDMENT TO EASEMENT IN FAVOR OF BELL SOUTH TELECOMMUNICATIONS, INC., RECORDED 08/30/2007, AS BOOK 44555, PAGE 901 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

26. NOTICE OF COMMENCEMENT, RECORDED 10/21/2021, AS DOCUMENT NO. 117678088 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

27. NOTICE OF COMMENCEMENT, RECORDED 10/21/2021, AS DOCUMENT NO. 117678207 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

28. NOTICE OF COMMENCEMENT, RECORDED 02/01/2022, AS DOCUMENT NO. 117905759 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

TITLE PARENT PARCEL LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS:

LOT 1 OF WAL-MART AT LAUDERDALE LAKES AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 50 THROUGH 52, INCLUSIVE, PUBLIC ROADS OF BROWARD COUNTY, FLORIDA.

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM DARMAX PROPERTIES INC., A FLORIDA CORPORATION, GRANTOR, BY GENERAL WARRANTY DEED RECORDED 05/24/2005, AS BOOK 39708, PAGE 737 OF THE BROWARD COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM HYPERNAP.COM ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, BY DEED RECORDED 05/24/2005, AS BOOK 39708, PAGE 971 OF THE BROWARD COUNTY RECORDS.

TAX I.D. NUMBER: 49-41-25-43-0010

TEP
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FLORIDA 33610
COA # LB8217

SHEET #: 4 OF 4 | TEP #: 275237

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177 AND SECTIONS 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.
CERTIFIED THIS 1ST DAY OF OCTOBER, 2024.

TIMOTHY L FISH
LICENSE NUMBER
6819
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

TIMOTHY L. FISH, P.S.M
LIC. NO. LS6819
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY (TIMOTHY L. FISH, P.S.M. LS 6819 ON OCTOBER 1, 2024.) SURVEY MAP AND/OR REPORT OF THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'
SCALE: 1" = 150'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

PROJECT SUMMARY

SITE NAME:	LAUDERDALE LAKES
SITE ADDRESS:	3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313
JURISDICTION:	CITY OF LAUDERDALE LAKES
COUNTY:	BROWARD COUNTY
ZONING:	B-3 (GENERAL BUSINESS)
PROPERTY OWNER:	WAL-MART STORES EAST LP
ADDRESS:	POX BOX 8050 BENTONVILLE, AR 72712
APPLICANT:	SBA TOWERS X LLC, 8051 CONGRESS AVENUE BOCA RATON, FL 33487 OFFICE: (800) 487-7483 FAX: (561) 226-3572
SBA CONTACT:	JULIANA MAHLMEISTER / (786) 716-1212
SITE COORDINATES:	1A
LATITUDE: LONGITUDE: ELEVATION:	26° 09' 43.63" N (NAD 83/2011) 80° 12' 23.13" W (NAD 83/2011) 3.16'± AMSL (NAVD 88)
PARCEL NUMBER:	4941-25-43-0010

ADA REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
ADA ACCESS NOT REQUIRED.

PLUMBING REQUIREMENTS

FACILITY HAS NO PLUMBING.

CONSULTING TEAM

ENGINEERING FIRM:
KIMLEY-HORN AND ASSOCIATES
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
CONTACT: SHAHZAD MAHMOOD
PHONE: (561) 404-9857

SURVEYING FIRM:
TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
CONTACT: CAMERON NICHOLSON, E.I.
PHONE: (704) 560-3117

UTILITIES INFORMATION

POWER COMPANY:

TBD
CONTACT: TBD
PHONE: TBD

FIBER COMPANY:

TBD
CONTACT: TBD
PHONE: TBD

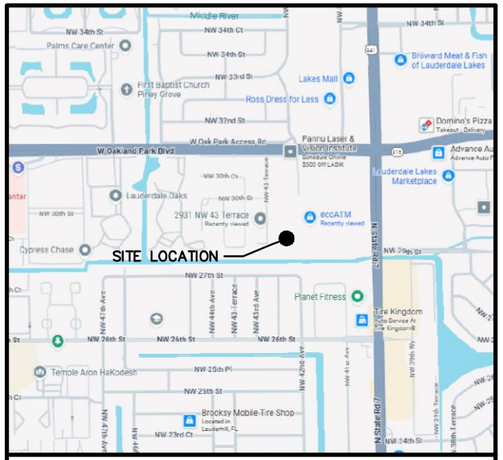
SITE NAME
LAUDERDALE LAKES

SITE I.D.
FL22902-S

E911 ADDRESS
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

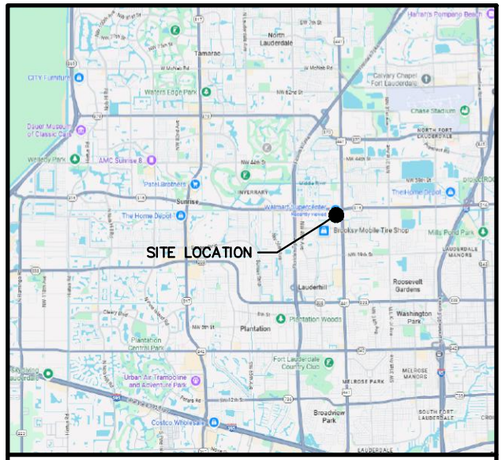
PROJECT TYPE
105' MONOPINE ZONING DRAWINGS

VICINITY MAP



NOT TO SCALE

REGIONAL MAP



NOT TO SCALE

DRIVING DIRECTIONS

FROM FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT:

DIRECTIONS: HEAD NORTHWEST ON TERMINAL DRIVE AND TAKE THE RAMP TO I-595 WEST. AFTER ABOUT 2.5 MILES, MERGE ONTO I-95 NORTH AND CONTINUE FOR 4.3 MILES, THEN TAKE EXIT 29A FOR CYPRESS CREEK ROAD WEST. DRIVE WEST FOR 1.5 MILES, THEN TURN RIGHT ONTO US-441/N STATE RD 7 AND CONTINUE NORTH FOR ABOUT 3.5 MILES-WALMART WILL BE ON YOUR RIGHT, JUST PAST NW 30TH STREET.

SHEET SCALE FACTOR:

PLOT SIZE:
11"x17": "TO SCALE"
22"x34": 2X SCALE AS NOTED

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's Smart. It's Green. It's the law.
www.sunshine811.com

SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
T-2	ABBREVIATIONS & SYMBOLS LEGEND
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
LS-1	LAND SURVEY / LEGAL DESCRIPTION
LS-2	LAND SURVEY
LS-3	LAND SURVEY
LS-4	LAND SURVEY
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	SITE ELEVATIONS
C-4	SITE DETAILS
C-5	EROSION CONTROL PLAN
L-1	LANDSCAPING PLAN
L-2	LANDSCAPING DETAILS

APPROVALS		DATE
TITLE	SIGNATURE	
SBA CONST. MGR:		
PROPERTY OWNER:		
PLANNING:		

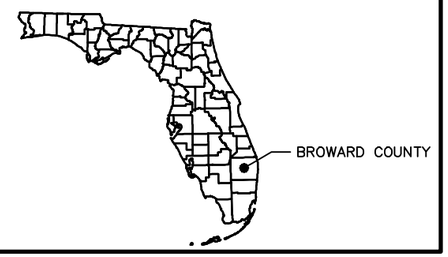
THE ABOVE SHOWN PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/DWELLING CODE:	FBC 2023, 8TH EDITION
STRUCTURAL CODE:	FBC 2023, 8TH EDITION
PLUMBING CODE:	FBC 2023-PLUMBING, 8TH EDITION
MECHANICAL CODE:	FBC 2023-MECHANICAL, 8TH EDITION
ELECTRIC CODE:	2020 NEC
FIRE/LIFE SAFETY CODE:	FFPC 2023-FIRE, 8TH EDITION
DESIGN WIND SPEED:	170 MPH
RISK CATEGORY:	II
EXPOSURE CATEGORY:	C

STATE COUNTY MAP

FLORIDA



SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845-0665
WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

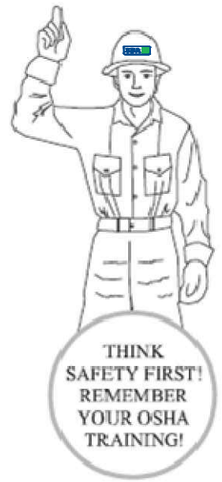
DESIGN TYPE:
RAWLAND

SHEET TITLE:
TITLE SHEET

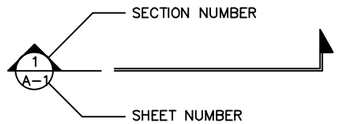
SHEET NUMBER: T-1
REVISION: 0

ABBREVIATIONS

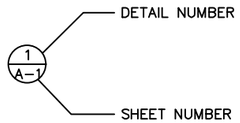
AB	ANCHOR BOLT
AC	ASPHALTIC CONCRETE
A/C	AIR CONDITIONING
ADJ	ADJUSTABLE
A.F.F.	ABOVE FINISH FLOOR
ARCH	ARCHITECTURAL
APPROX	APPROXIMATELY
A.G.L.	ABOVE GRADE LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
BD	BOARD
BLDG	BUILDING
BLKG	BLOCKING
BOT	BOTTOM
BSMT	BASEMENT
BTS	BASE TRANSCEIVER STATION
C	COURSE(S)
CEM	CEMENT
CL	CHAIN LINK
CLG	CEILING
CLR	CLEAR
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CORR	CORRIDOR
CO	CONDUIT ONLY
DIA	DIAMETER
DBL	DOUBLE
DEPT	DEPARTMENT
DEMO	DEMOLITION
DIM	DIMENSION
DN	DOWN
DR	DOOR
DTL	DETAIL
DWG	DRAWING
(E)	EXISTING
EA	EACH
ELEC	ELECTRIC
ELEV	ELEVATION
EQUIP	EQUIPMENT
EXP	EXPANSION
EXT	EXTERIOR
FA	FIRE ALARM
FB	FLAT BAR
FF	FINISH FLOOR
FH	FLAT HEAD
FIN	FINISH(ED)
FLR	FLOOR
FOS	FACE OF STUDS
FS	FINISH SURFACE
FT	FOOT, FEET
FTG	FOOTING
FW	FINISH WALL
F.G.	FINISH GRADE
FUT	FUTURE
GA	GAUGE
GALV	GALVANIZED
GL	GLASS
GR	GRADE
GYP	GYPSUM
GFCI	GROUND FAULT CIRCUIT INTERRUPT
GND	GROUND
HC	HOLLOW CORE
HDW	HARDWARE
HTR	HEATER
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
HT	HEIGHT
HV	HIGH VOLTAGE
ID	INSIDE DIMENSION
INS	INSULATION
INT	INTERIOR
JT	JOINT
LAM	LAMINATED
LBS	POUNDS
LT	LIGHT
LA	LIGHTNING ARRESTOR
LNA	LOW NOISE AMPLIFIER
MFR	MANUFACTURER
MAT	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
MISC	MISCELLANEOUS
ML	METAL LATH
MO	MASONRY OPENING
MS	MACHINE SCREW
MTD	MOUNTED
MTL	METAL
(N)	PROPOSED
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
O	OVERHEAD
OA	OVERALL
O.C.	ON CENTER
OPNG	OPENING
OPP	OPPOSITE
PARTN	PARTITION
PL	PLATE
PLAS	PLASTER
PLYWD	PLYWOOD
POC	POINT OF CONNECTION
PROP	PROPERTY
PT	PRESSURE TREATED
R	RISER
REQD	REQUIRED
RD	ROOF DRAIN
RM	ROOM
RMS	ROOMS
RO	ROUGH OPENING
SC	SOLID CORE
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPECS	SPECIFICATIONS
SS	STAINLESS STEEL
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SW	SWITCH
SWBO	SWITCHBOARD
THK	THICK
TI	TENANT IMPROVEMENT
TMA	TOWER MOUNTED AMPLIFIER
TOS	TOP OF SURFACE
TS	TUBE STEEL
TYP	TYPICAL
U	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
V.I.F.	VERIFY IN FIELD
VG	VERTICAL GRAIN
W/	WITH
WD	WOOD
WR	WATER RESISTANT
WT	WEIGHT
XFMR	TRANSFORMER
@	AT
[	CHANNEL
℄	CENTERLINE
∠	ANGLE
ℙL	PROPERTY LINE



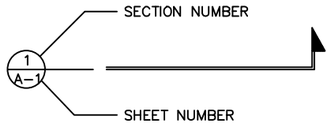
SYMBOLS:



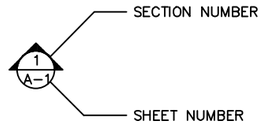
BUILDING SECTION REFERENCE



DETAIL REFERENCE



DETAIL SECTION REFERENCE



ELEVATION VIEW REFERENCE

- KEY NOTE REFERENCE
- 101 DOOR NUMBER
- 101 AREA AND/OR ROOM NUMBER
- A/2 MECHANICAL UNIT
- UTILITY POLE
- WORK POINT
- # REVISION OR CONTROL POINT
- (REFERENCE POINT) (ELEVATION)

- MASONRY
- BRICK
- CONCRETE
- EARTH
- STEEL
- GRAVEL
- CENTER LINE
- PROPERTY LINE
- LEASE LINE
- EASEMENT LINE
- RIGHT-OF-WAY
- CHAIN LINK FENCE
- WOOD FENCE
- SILT FENCE
- UE — BELOW GRADE ELECTRIC
- UT — BELOW GRADE TELEPHONE
- OE/OT — OVERHEAD ELECTRIC/TELEPHONE
- UT — OVERHEAD TELEPHONE
- UE — OVERHEAD ELECTRIC
- 276 — CONTOUR
- TREE PROTECTION FENCE
- TREE LINE
- TREES, SHRUBS, BUSHES
- SAN — SANITARY SEWER LINE
- WL — WATER LINE
- NG — NATURAL GAS LINE

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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

SHEET TITLE: ABBREVIATIONS & SYMBOLS LEGEND

SHEET NUMBER: T-2

REVISION: 0

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN SBA OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY. THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE PROPOSED AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

STRUCTURAL NOTES

1. DESIGN REQUIREMENTS PER LOCAL BUILDING CODE AND THE E1A/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNAS TOWERS AND SUPPORTING STRUCTURES.
2. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS-ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
3. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE 8. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRACE 8. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
4. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1-96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
5. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
6. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
7. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND AC1 301, AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
8. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 80, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
9. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS.
10. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
11. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED. AFTER FABRICATION WHERE PRACTICAL. GALVANIZING: ASTM A 123, ASTM A 153/A 153M OR ASTM A 653/A 653M, G90, AS APPLICABLE.
12. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT' CONFORMING TO ASTM A 780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED, AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. IN STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
13. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

PERMITS

1. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENTAL AGENCIES. (NOT SUPPLIED BY OWNER)
2. ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS. (NOT SUPPLIED BY OWNER)
3. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES AND THE LATEST APPLICABLE CODES AND STANDARDS.
4. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY, OR CITY) ENGINEER 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE FOR CLOSING AND FILING ALL PERMITS ASSOCIATED WITH SITE.

UTILITIES

1. CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION DR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF THERE APPEARS TO BE A CONFLICT.
2. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY OWNERS AND CONSTRUCTION MANAGER.
3. DAMAGE BY THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT. FOR GRASSED AREAS, SEED AND MULCH SHALL BE ACCEPTABLE..
4. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.
5. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF PROPOSED UNDERGROUND TELEPHONE SERVICE WITH THE TELEPHONE UTILITY AND THE OWNER'S REQUIREMENTS.
6. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORY PRIOR TO COMMENCING ANY PAVING OPERATIONS WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.

GRADING

1. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC...) ALL MATERIAL NOT SUITABLE FOR SUB GRADE IN ITS PRESENT STATE. IF THE MATERIAL, AFTER REWORKING, REMAINS UNSUITABLE THEN THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL AT HIS EXPENSE. ALL SUB GRADES SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
2. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTABLE BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.
4. ALL DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE OWNER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHEN WORK IS BEING PRE FORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

SBA CONSTRUCTION REQUIREMENTS

1. AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR SBA'S FILE.
2. CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.
3. CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.
4. CONTRACTOR WILL BE RESPONSIBLE FOR ALL CONCRETE COMPRESSIVE TESTING AND REQUIRED TO SUBMIT FINAL TEST RESULTS WITH CLOSE OUT BOOK.
5. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SBA PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
6. CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION, AS WELL AS TELCO SERVICE BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC....).
7. CONTRACTOR WILL HAVE A REPRESENTATIVE ON A WEEKLY CONFERENCE CALL TO PROVIDE SBA WITH SITE SPECIFIC UPDATES. CURRENTLY, THIS CONFERENCE CALL IS HELD EACH AND EVERY THURSDAY AT 4 PM (EASTERN TIME).
8. CONTRACTOR SHOULD BE PREPARED FOR RANDOM SBA SAFETY INSPECTIONS AT ALL TIMES.
9. CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER OSHA STANDARDS AT ALL TIMES.
10. CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.
11. CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AND GETTING SBA'S REGIONAL SITE MANAGER'S SIGN-OFF/CHECKLIST APPROVAL ON THE SITE).
12. CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.
13. CONTRACTOR WILL UTILIZE ALL OF THE SBA PROVIDED DOCUMENTATION INCLUDING BUT NOT LIMITED TO: TOWER CONSTRUCTION ACCEPTANCE CHECKLIST, CONSTRUCTION SCHEDULE, CONSTRUCTION CLOSE-OUT LIST & TOWER HEIGHT VERIFICATION.
14. CONTRACTOR IS RESPONSIBLE FOR CONCRETE COMPRESSION TESTING.
15. CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING.
16. CONTRACTOR IS RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEO TECHNOLOGICAL REPORT PROVIDED BY OWNER.

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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES
SITE NUMBER: FL22902-S
SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313
DESIGN TYPE: RAWLAND
SHEET TITLE: GENERAL NOTES
SHEET NUMBER: GN-1
REVISION: 0

GEOTECHNICAL NOTES

1. THE SITE SHALL BE CLEARED BY MEANS OF REMOVING TREES, TREE STUMPS, SURFACE VEGETATION AND TOPSOIL MATERIALS. IT'S RECOMMENDED THAT CLEARING EXTEND AT LEAST 5 FEET BEYOND PLANNED BUILDING AREAS AND AREAS TO RECEIVE COMPACTED FILL. IN PREPARATION FOR FILL PLACEMENT, AREAS SHALL BE LEVELED OUT TO FACILITATE THE PLACEMENT OF FILL IN HORIZONTAL LIFTS. THIS SHALL BE ACHIEVED BY CUTTING INTO THE UPHILL SIDE OF AREAS TO RECEIVE FILL. AREAS TO RECEIVE FILL SHALL BE EVALUATED BY A GEOTECHNICAL ENGINEER TO VERIFY THAT THEY ARE IN FIRM, RELATIVELY DRY AND SUITABLE FOR FILL PLACEMENT.

2. WITH THE EXCEPTION OF THE UPPER 2 FEET BENEATH PLANNED FOUNDATIONS AND BUILDING PADS, FILL MATERIALS SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D-698). FILL WITHIN THE UPPER 2 FEET BENEATH PLANNED FOUNDATIONS AND BUILDING PADS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D-698).

3. TO ACCOMPLISH THIS, IT IS RECOMMENDED THAT FILL SOIL MOISTURE CONTENTS BE MAINTAINED WITHIN 3 PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D698). SOILS WITH EXCESSIVE MOISTURE SHALL BE SCARIFIED, DISCED, AND DRIED DURING THE WARMER DRYER MONTHS TO REDUCE THE MOISTURE CONTENT, AND MOISTURE SHALL BE ADDED TO INCREASE THE MOISTURE CONTENT.

4. TO ACHIEVE PROPER COMPACTION, SUITABLE MOISTURE CONDITIONED FILL MATERIALS SHALL BE PLACED IN HORIZONTAL LOOSE LIFTS (8 INCHES LOOSE IF LARGE COMPACTION EQUIPMENT IS USED, 4 INCHES IF SMALLER WALK-BEHIND EQUIPMENT IS TO BE USED). IF SANDY SOILS ARE ENCOUNTERED COMPACTION WITH A HEAVY SMOOTH DRUM SHALL BE USED. IF CLAY OR SILT SOILS ARE ENCOUNTERED A SHEEPSFOOT ROLLER SHALL BE MORE EFFECTIVE ACHIEVING COMPACTION.

5. IN-PLACE DENSITY TESTS SHALL BE PERFORMED TO VERIFY COMPACTION OF THE FILL MATERIALS. THESE TESTS ARE GENERALLY PERFORMED AT A FREQUENCY OF ONE TEST PER 2,500 SQUARE FEET AND ON EACH FOOT OF FILL BEING PLACED.

6. FOUNDATIONS FOR LIGHTLY LOADED STRUCTURES (IE. GENERATORS AND EQUIPMENT SHELTERS) SHALL BE DESIGNED TO BEAR IN THE PROPOSEDLY PLACED, COMPACTED FILL. FOUNDATIONS FOR LIGHTLY LOADED STRUCTURES SET IN FILL SHALL BE DESIGNED TO BEAR AT LEAST 2 FEET BELOW THE FINISHED GROUND SURFACE, TO HAVE A MINIMUM FOOTING WIDTH OF 18 INCHES, AND WITH A GROSS ULTIMATE BEARING PRESSURE OF 6000 PSF, PROVIDED THAT FILL MATERIALS ARE VERIFIED AS BEING SUITABLE, AND COMPACTED AS RECOMMENDED IN THESE NOTES.

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REVISIONS

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SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

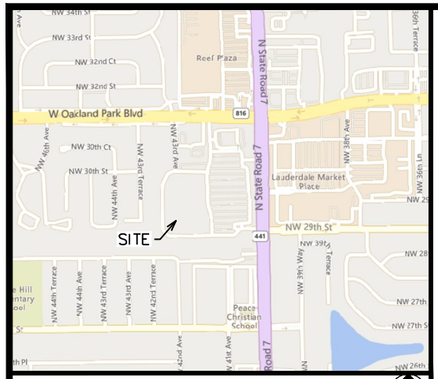
SITE ADDRESS:
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

DESIGN TYPE:
RAWLAND

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER: GN-2

REVISION: 0



VICINITY MAP n.t.s.

NOTES:

1. BASIS OF THE BEARINGS AND COORDINATES IS THE FLORIDA EAST ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON MARCH 22, 2023; TIED TO THE FLORIDA PERMANENT REFERENCE NETWORK, (FPRN), USING REAL-TIME-KINEMATIC (RTK) GPS SYSTEM, INCORPORATING A SPECTRA SP85 GPS RECEIVER AND EXPRESSED IN US SURVEY FEET.

2. THIS SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SURVEY SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED, EXCEPT AS PORTIONS SHOWN HEREON.

3. AREA COMPUTED BY COORDINATE GEOMETRY

4. DEED REFERENCE: OFFICIAL RECORDS BOOK 39708, PAGE 971

5. PLAT REFERENCE: PLAT BOOK 175, PAGE 50

6. PID # 49-41-25-43-0010

7. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, OR RESTRICTIONS NOT SHOWN AND IS NOT AN ALTA/NSPS LAND TITLE SURVEY.

8. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THE LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

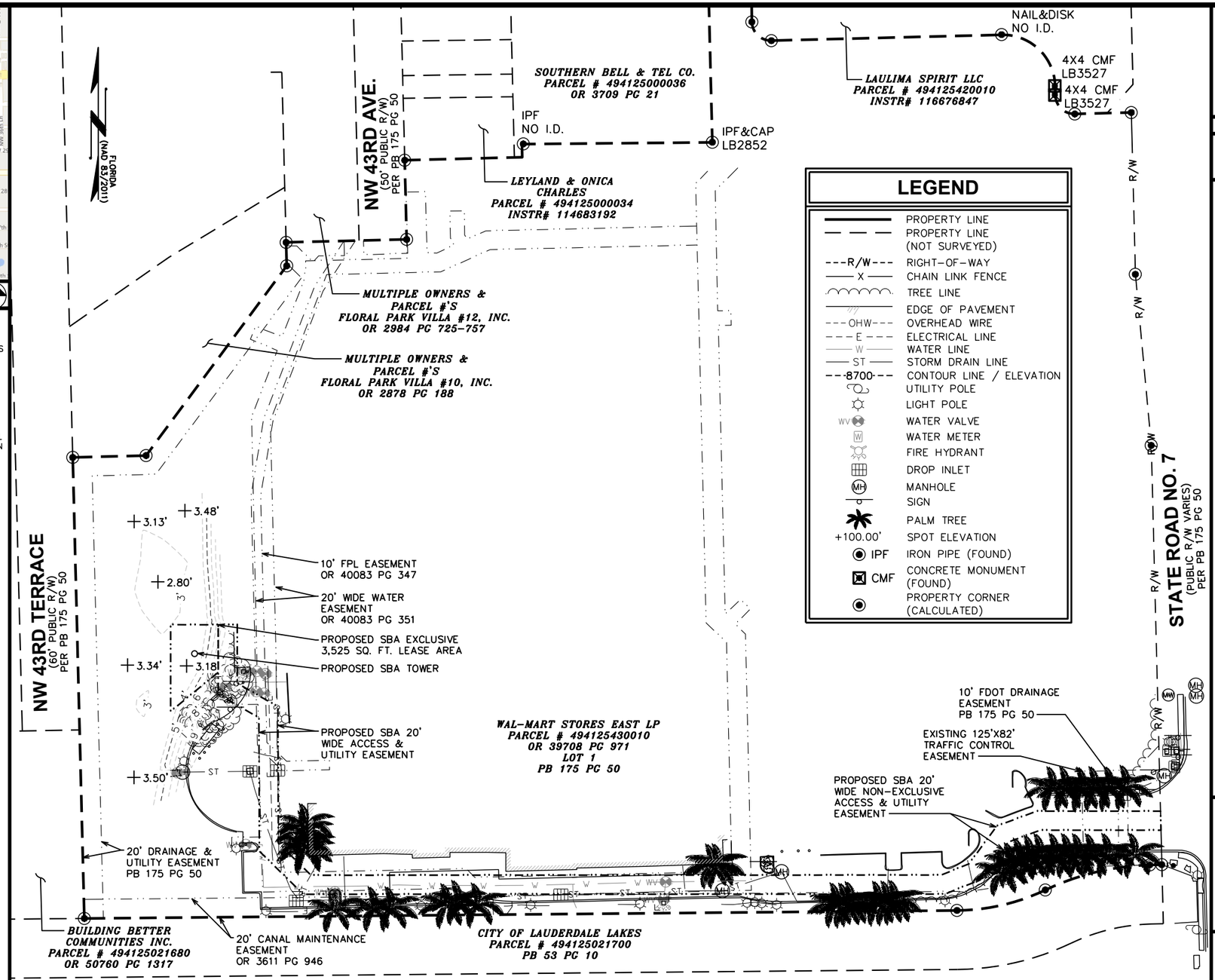
9. ALL PROPERTY OWNERSHIPS WERE TAKEN FROM CURRENT COUNTY TAX MAP RECORDS AND/OR RECORDED PLATS ONLY

10. BY GRAPHIC DETERMINATION THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", BASED UPON FEMA COMMUNITY PANEL# 12011C0362H, EFFECTIVE AUGUST 18, 2014.

11. LESSEE INFORMATION:
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

12. PROPERTY OWNER INFORMATION:
WAL-MART STORES EAST LP
PO BOX 8050
BENTONVILLE, AR 72712

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS



LEGEND

	PROPERTY LINE
	PROPERTY LINE (NOT SURVEYED)
R/W	RIGHT-OF-WAY
X	CHAIN LINK FENCE
	TREE LINE
	EDGE OF PAVEMENT
OHW	OVERHEAD WIRE
E	ELECTRICAL LINE
W	WATER LINE
ST	STORM DRAIN LINE
8700	CONTOUR LINE / ELEVATION
	UTILITY POLE
	LIGHT POLE
WV	WATER VALVE
W	WATER METER
	FIRE HYDRANT
	DROP INLET
MH	MANHOLE
	SIGN
	PALM TREE
+100.00'	SPOT ELEVATION
IPF	IRON PIPE (FOUND)
CMF	CONCRETE MONUMENT (FOUND)
	PROPERTY CORNER (CALCULATED)

TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
COA # LB8217

SHEET #: 1 OF 4 | TEP #: 275237

PRELIMINARY SURVEY

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177 AND SECTIONS 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.
CERTIFIED THIS 31ST DAY OF MAY, 2023.

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

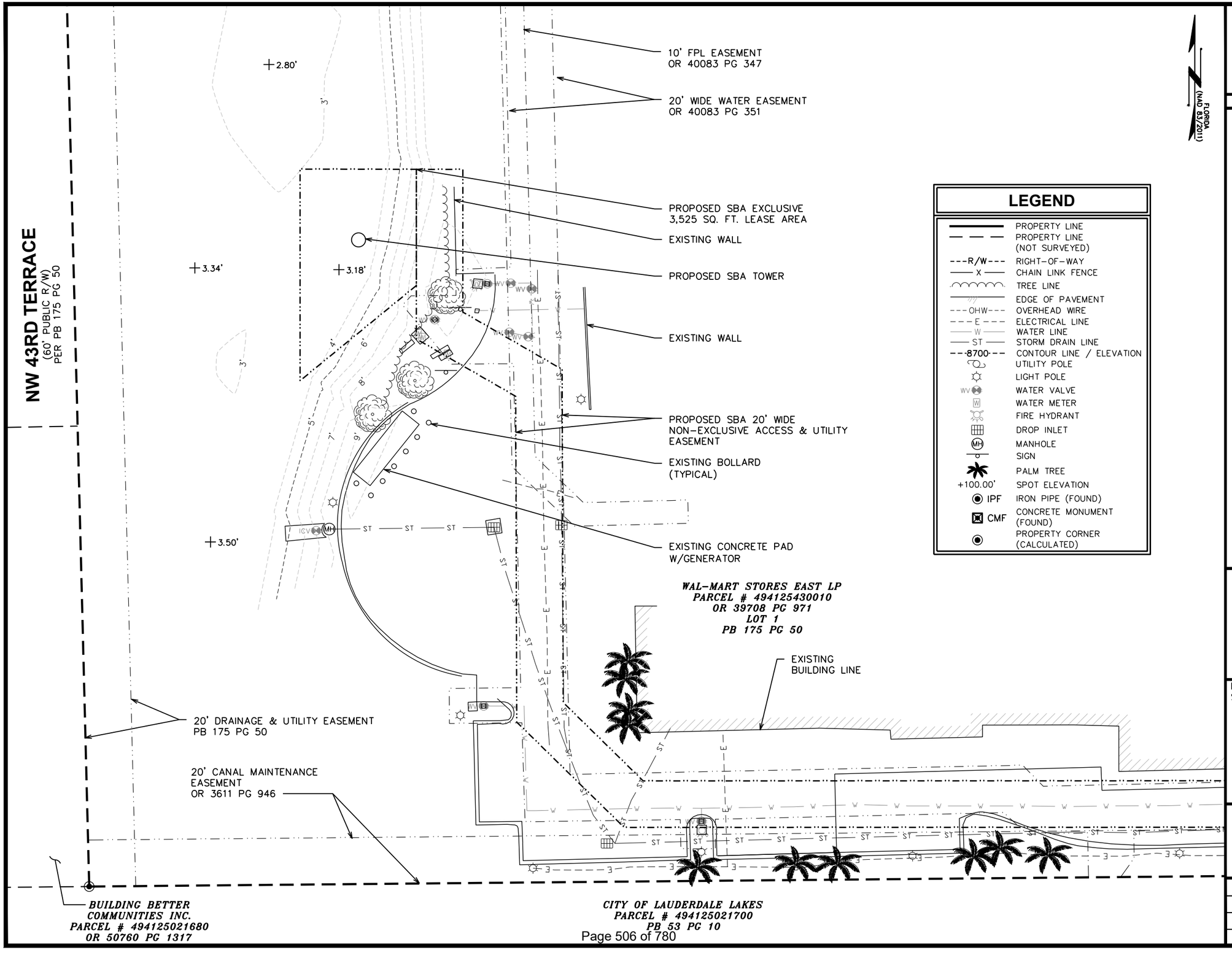
PROPOSED/PRELIMINARY TELECOMMUNICATIONS SITE SURVEY PREPARED FOR:

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 120' 240'

SCALE: 1" =120'
ORIGINAL MAP SIZE 11.00" X 17.00"



LEGEND

	PROPERTY LINE
	PROPERTY LINE (NOT SURVEYED)
---R/W---	RIGHT-OF-WAY
—— X ——	CHAIN LINK FENCE
	TREE LINE
	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
---E---	ELECTRICAL LINE
—— W ——	WATER LINE
—— ST ——	STORM DRAIN LINE
---8700---	CONTOUR LINE / ELEVATION
	UTILITY POLE
	LIGHT POLE
WV	WATER VALVE
W	WATER METER
	FIRE HYDRANT
	DROP INLET
MH	MANHOLE
	SIGN
	PALM TREE
+100.00'	SPOT ELEVATION
IPF	IRON PIPE (FOUND)
CMF	CONCRETE MONUMENT (FOUND)
	PROPERTY CORNER (CALCULATED)

FLORIDA (NAD 83/2011)

TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
COA # LB8217

SHEET #: 2 OF 4 | TEP #: 275237

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

PROPOSED/PRELIMINARY TELECOMMUNICATIONS SITE SURVEY PREPARED FOR:

SBA

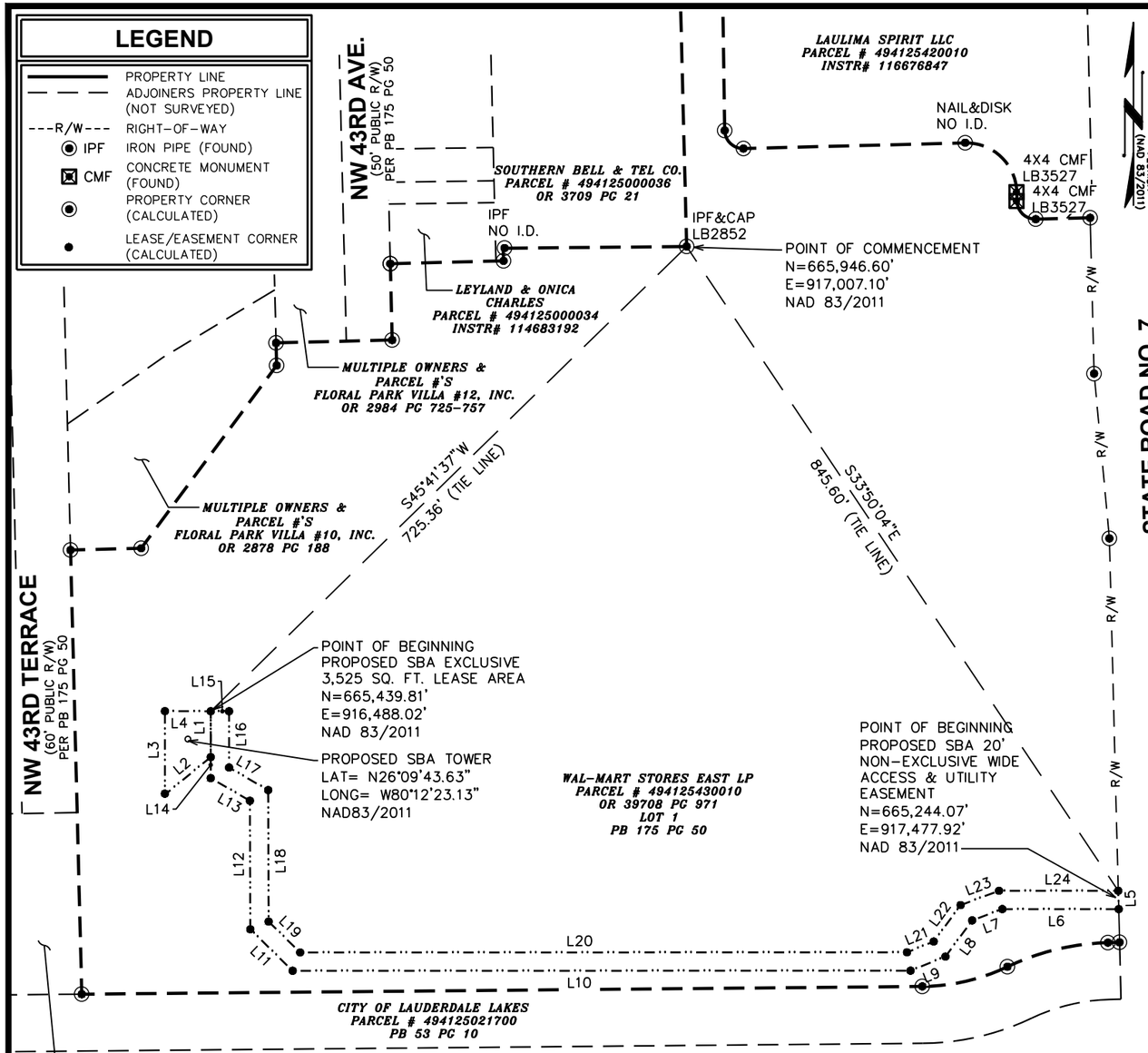
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 40' 80'

SCALE: 1" = 40'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S00°00'22"W	50.00'	L9	S67°58'48"W	41.01'	L17	S59°59'33"E	49.30'
L2	S50°43'05"W	64.60'	L10	S89°59'13"W	674.02'	L18	S00°10'53"E	143.25'
L3	N00°00'22"E	91.00'	L11	N45°34'00"W	64.68'	L19	S45°34'00"E	48.14'
L4	S89°53'13"E	50.00'	L12	N00°10'53"W	140.11'	L20	N89°59'13"E	661.96'
L5	S01°26'31"E	20.01'	L13	N59°59'33"W	49.35'	L21	N67°58'48"E	31.48'
L6	N89°59'49"W	126.96'	L14	N00°00'22"E	72.96'	L22	N36°28'09"E	49.35'
L7	S69°29'46"W	35.12'	L15	S89°53'13"E	20.00'	L23	N69°29'46"E	44.67'
L8	S36°28'09"W	49.06'	L16	S00°00'22"W	61.37'	L24	S89°59'49"E	130.08'

LEGAL DESCRIPTION OF 3,525 SQ. FT. LEASE AREA (AS SURVEYED)

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 39708 AT PAGE 971 OF THE BROWARD COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AND CAP, STAMPED, "LB2852", SAID IRON BEING A NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 39708, PAGE 971, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,946.60', AND EASTING = 917,007.10'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 45°41'37" WEST A DISTANCE OF 725.36 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 3,525 SQ. FT. LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,439.81', AND EASTING = 916,488.02'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 00°00'22" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 50°43'05" WEST A DISTANCE OF 64.60 FEET TO A POINT; THENCE NORTH 00°00'22" EAST A DISTANCE OF 91.00 FEET TO A POINT; THENCE NORTH 89°53'13" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 3,525.00 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 20' ACCESS & UTILITY EASEMENT (AS SURVEYED)

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 39708 AT PAGE 971 OF THE BROWARD COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AND CAP, STAMPED, "LB2852", SAID IRON BEING A NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 39708, PAGE 971, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,946.60', AND EASTING = 917,007.10'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 33°50'04" EAST A DISTANCE OF 845.60 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 7, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING FLORIDA STATE PLANE COORDINATES OF: NORTHING = 665,244.07'; AND EASTING = 917,477.92'; THENCE, FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT OF WAY, SOUTH 01°26'31" EAST A DISTANCE OF 20.01 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, NORTH 89°59'49" WEST A DISTANCE OF 126.96 FEET TO A POINT; THENCE SOUTH 69°29'46" WEST A DISTANCE OF 35.12 FEET TO A POINT; THENCE SOUTH 36°28'09" WEST A DISTANCE OF 49.06 FEET TO A POINT; THENCE SOUTH 67°58'48" WEST A DISTANCE OF 41.01 FEET TO A POINT; THENCE SOUTH 89°59'13" WEST A DISTANCE OF 674.02 FEET TO A POINT; THENCE NORTH 45°34'00" WEST A DISTANCE OF 64.68 FEET TO A POINT; THENCE NORTH 00°10'53" WEST A DISTANCE OF 140.11 FEET TO A POINT; THENCE NORTH 59°59'33" WEST A DISTANCE OF 49.35 FEET TO A POINT; THENCE NORTH 00°00'22" EAST A DISTANCE OF 72.96 FEET TO A POINT; THENCE SOUTH 89°53'13" EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 00°00'22" WEST A DISTANCE OF 61.37 FEET TO A POINT; THENCE SOUTH 59°59'33" EAST A DISTANCE OF 49.30 FEET TO A POINT; THENCE SOUTH 00°10'53" EAST A DISTANCE OF 143.25 FEET TO A POINT; THENCE SOUTH 45°34'00" EAST A DISTANCE OF 48.14 FEET TO A POINT; THENCE NORTH 89°59'13" EAST A DISTANCE OF 661.96 FEET TO A POINT; THENCE NORTH 67°58'48" EAST A DISTANCE OF 31.48 FEET TO A POINT; THENCE NORTH 36°28'09" EAST A DISTANCE OF 49.35 FEET TO A POINT; THENCE NORTH 69°29'46" EAST A DISTANCE OF 44.67 FEET TO A POINT; THENCE SOUTH 89°59'49" EAST A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINING 24,729.09 SQUARE FEET OR 0.568 ACRES MORE OR LESS.

TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
COA # LB8217

SHEET #: 3 OF 4 | TEP #: 275237

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

PROPOSED/PRELIMINARY TELECOMMUNICATIONS SITE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'

SCALE: 1" = 150'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

SCHEDULE B - SECTION II EXCEPTIONS

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
COMMITMENT NO: 01-22035431-01T
COMMITMENT EFFECTIVE DATE: JULY 27, 2022 AT 7:00 AM
SCHEDULE B - SECTION II

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE BE, PART I-REQUIREMENTS ARE MET. (AFFECT PARENT PARCEL. NONE OBSERVED.)

2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

4. MECHANICS, CONTRACTORS OR MATERIAL MENS LIENS AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD. (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

5. ANY CHANGES IN TITLE OCCURRING SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENTS AND PRIOR TO THE DATE OF ISSUANCE OF THE TITLE POLICY. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

6. DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH MATTER VIOLATE 42 USC 3604 (c). (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

7. QUANTITY OF ACREAGE/SQUARE FOOTAGE AS SET FORTH IN SCHEDULE A, IF ANY. (AFFECT PARENT PARCEL.)

8. TAXES AND SPECIAL ASSESSMENTS FOR CURRENT TAX YEAR AND ALL SUBSEQUENT YEARS. (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

9. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE PLAT OF LAUDERDALE LAKES GATE-SECTION NO. 3, AS RECORDED IN PLAT BOOK 53, PAGE 10, RECORDED DATE 05/27/1960 IN BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

10. SUBJECT TO EASEMENT AS SET FORTH IN DEED RECORDED 03/01/1968, IN BOOK 3611, PAGE 946 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

11. ELECTRIC EASEMENT IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY, RECORDED 08/30/1972, AS BOOK 5025, PAGE 287 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

12. SUBJECT TO RIGHT OF WAY EASEMENT AND RESTRICTIONS AS SET FORTH IN DEED RECORDED 07/05/1973 AS BOOK 5116, PAGE 532 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

13. EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 07/24/1973, AS BOOK 5375, PAGE 585 OF THE BROWARD COUNTY RECORDS. (DOES NOT AFFECT PARENT PARCEL.)

14. BILL OF SALE ABSOLUTE, BY AND BETWEEN J.C. PENNEY PROPERTIES, INC., AND BROWARD COUNTY, FLORIDA, RECORDED AS BOOK 5415, PAGE 587 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

15. WATER AND SANITARY SEWAGE EASEMENT IN FAVOR OF BROWARD COUNTY, FLORIDA, RECORDED 08/22/1973 AS BOOK 5415, PAGE 590 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

16. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 11/08/1973 IN BOOK 5518, PAGE 219 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

17. UTILITY EASEMENT RECORDED 06/21/1974 AS BOOK 5817, PAGE 74 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

18. RECIPROCAL ACCESS EASEMENT AGREEMENT, BY AND BETWEEN J.C. PENNEY PROPERTIES, INC., AND KONRAD ULMER, RECORDED 08/24/1998, IN BOOK 28785, PAGE 1202 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

19. PROFESSIONAL SURVEYOR AND MAPPER'S AFFIDAVIT, RECORDED 05/24/2005, IN BOOK 39708, PAGE 984 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

20. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED 07/15/2005, AS BOOK 40083, PAGE 347 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

21. SECURITY/LIEN AGREEMENT INSTALLATION OF REQUIRED IMPOROVEMENTS, BY AND BETWEEN BROWARD COUNTY, AND WAL-MART STORES, L.P., RECORDED 10/12/2005, IN BOOK 40716, PAGE 967 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

22. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE PLAT OF WAL-MART AT LAUDERDALE LAKES, AS RECORDED IN PLAT BOOK 175, PAGE 50, RECORDED DATE 10/12/2005 IN BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

23. ORDINANCE, RECORDED 07/17/2006, IN BOOK 42408, PAGE 1 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

24. BILL OF SALE ABSOLUTE, BY AND BETWEEN WAL-MART STORES EAST, L.P., AND BROWARD COUNTY, RECORDED 07/27/2006, IN BOOK 42479, PAGE 952 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

25. AMENDMENT TO EASEMENT IN FAVOR OF BELL SOUTH TELECOMMUNICATIONS, INC., RECORDED 08/30/2007, AS BOOK 44555, PAGE 901 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

26. NOTICE OF COMMENCEMENT, RECORDED 10/21/2021, AS DOCUMENT NO. 117678088 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

27. NOTICE OF COMMENCEMENT, RECORDED 10/21/2021, AS DOCUMENT NO. 117678207 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

28. NOTICE OF COMMENCEMENT, RECORDED 02/01/2022, AS DOCUMENT NO. 117905759 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

TITLE PARENT PARCEL LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS:

LOT 1 OF WAL-MART AT LAUDERDALE LAKES AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 50 THROUGH 52, INCLUSIVE, PUBLIC ROADS OF BROWARD COUNTY, FLORIDA.

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM DARMAX PROPERTIES INC., A FLORIDA CORPORATION, GRANTOR, BY GENERAL WARRANTY DEED RECORDED 05/24/2005, AS BOOK 39708, PAGE 737 OF THE BROWARD COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM HYPERNAP.COM ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, BY DEED RECORDED 05/24/2005, AS BOOK 39708, PAGE 971 OF THE BROWARD COUNTY RECORDS.

TAX I.D. NUMBER: 49-41-25-43-0010

TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
COA # LB8217

SHEET #: 4 OF 4 | TEP #: 275237

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

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WM 3625 LAUDERDALE LAKES
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PROPOSED/PRELIMINARY TELECOMMUNICATIONS SITE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
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FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'

SCALE: 1" = 150'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

NOTES:

1. FENCED SITE AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE SOFT OR LOOSE SOILS, ORGANIC MATERIAL AND OR RUBBLE TO FIRM SUBGRADE. FILL UNDERCUT UP TO 6 INCHES BELOW FINISH GRADE.
2. THE CONTRACTOR MUST CONTACT THE SURVEYOR TO STAKE OUT THE LEASE AREA AND ALL EASEMENTS PRIOR TO CONSTRUCTION. ALL FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. IF ANY ARCHAEOLOGICAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE CLIENT.
4. THE CONTRACTOR IS TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW.
6. UNTIL THE COMPOUND IS SURROUNDED BY A PERMANENT FENCE, THE CONTRACTOR MUST ERECT A TEMPORARY FENCE AROUND THE TOWER AND POST A "NO TRESPASSING" SIGN. ALL CLIMBING PEGS MUST BE REMOVED UP TO 20' UNTIL A PERMANENT FENCE IS INSTALLED.
7. THE CONTRACTOR MUST ENSURE THAT ALL DELIVERY TRUCKS WILL BE ABLE TO DELIVER THE MATERIAL TO THE COMPOUND. IF THE DELIVERY TRUCKS CAN NOT ACCESS THE COMPOUND THEN THE CONTRACTOR MUST MAKE OTHER ARRANGEMENTS TO GET THE MATERIAL TO THE COMPOUND. IF THIS IS REQUIRED THE CONTRACTOR MUST CONTACT KIMLEY–HORN AND ASSOCIATES IMMEDIATELY. NO ADDITIONAL FEES WILL BE PASSED ON TO THE CLIENT.
8. PROPOSED TOWER AND FOUNDATION TO BE INSTALLED IN ACCORDANCE WITH THE TOWER MANUFACTURER PLANS PROVIDED BY CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING OF TOWER MATERIALS DELIVERED TO SITE BY THE TOWER MANUFACTURER.
9. CONTRACTOR MUST REFER TO THE GEOTECH REPORT FOR ALL COMPACTED FILL RECOMMENDATIONS. IF THE GEOTECH REPORT CONFLICTS WITH THE CONSTRUCTION DRAWINGS THEN STOP WORK AND CONTACT THE CLIENT AS SOON AS POSSIBLE.
10. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DOT AND/OR COUNTY SPECIFICATIONS PRIOR TO BID AND CONSTRUCTION. IF THE SPECIFICATIONS DIFFER FROM THE CONSTRUCTION DRAWINGS, THEN THE SPECIFICATIONS WILL GOVERN. NO ADDITIONAL COSTS FOR ADHERING TO THE SPECIFICATIONS WILL BE ALLOWED AFTER THE BID HAS BEEN ISSUED AND ACCEPTED NOR WILL PROJECT DELAYS BE TOLERATED.
11. AT THE TIME THE CONSTRUCTION DRAWINGS WERE COMPLETED, KIMLEY–HORN AND ASSOCIATES DID NOT HAVE A COPY OF THE PROPOSED TOWER MANUFACTURER DRAWINGS THUS WE DO NOT KNOW THE EXACT SIZE OF THE OVERALL TOWER FOOTPRINT. THE CONTRACTOR MUST COMPARE THE CONSTRUCTION DRAWINGS WITH THE TOWER DRAWINGS PRIOR TO BID AND/OR CONSTRUCTION AND IF THEY FIND ANY DISCREPANCIES OR POSSIBLE ISSUES THEY MUST NOTIFY THE CLIENT IMMEDIATELY.

JURISDICTION	CITY OF LAUDERDALE LAKES	
ZONING	EXISTING	PROPOSED
	GENERAL BUSINESS DISTRICT (B–3)	GENERAL BUSINESS DISTRICT (B–3) – NO CHANGE
SITE AREA	EXISTING	PROPOSED
	10.5 ACRES/ 886,683 SF	10.5 ACRES/ 886,683 SF – NO CHANGE
LAND USE	EXISTING	PROPOSED
	SHOPPING CENTER	SHOPPING CENTER +WIRELESS 105'* TELECOMMUNICATIONS TOWER
TOWER SETBACKS	REQUIRED	PROPOSED
NORTH	115.5'	214'
SOUTH	115.5'	277'
EAST	115.5'	1,010'
WEST	115.5'	123'
TOWER HEIGHT	MAXIMUM**	PROPOSED
	150'	105'*
GROUND EQUIPMENT HEIGHT	MAXIMUM	PROPOSED
	10'	6'
PARKING	REQUIRED	PROPOSED
	0	0***
PLOT COVERAGE	REQUIRED	PROPOSED
	40%	NO CHANGE****
LANDSCAPED OPEN SPACE	REQUIRED	PROPOSED
	35%	NO CHANGE****

*PROPOSED WIRELESS TELECOMMUNICATIONS TOWER 100–FEET IN HEIGHT WITH ADDITIONAL 5–FEET IN HEIGHT FOR FAUX STEALTH BRANCHES FOR A TOTAL 105–FEET IN HEIGHT.

**PURSUANT TO LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS SECTION 1111.5, A TELECOMMUNICATIONS TOWER MAY BE CONSTRUCTED UP TO 150–FEET IN HEIGHT FOR THREE OR MORE WIRELESS CARRIERS. THE PROPOSED WIRELESS TELECOMMUNICATIONS TOWER IS DESIGNED FOR FOUR (4) WIRELESS CARRIERS (VERIZON, T–MOBILE, AT&T, AND DISH).

***EXISTING UNASSIGNED, PAVED WALMART PARKING TO BE UTILIZED FOR INFREQUENT TOWER AND EQUIPMENT MAINTENANCE.

****REFER TO "IMPERVIOUS SURFACE NARRATIVE" DOCUMENT DATE 04/02/2025 (BY TEP OPCO)

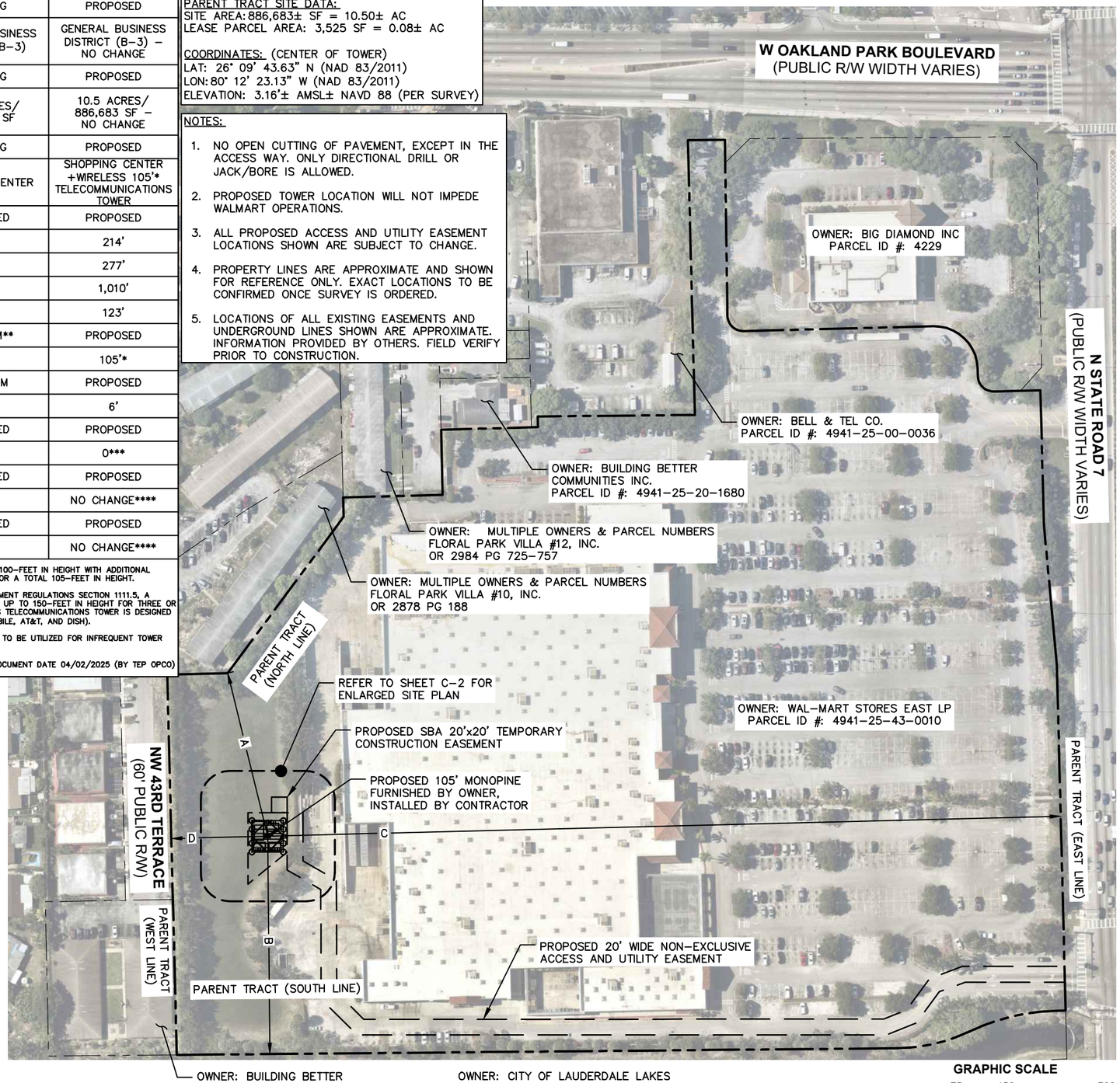
PARENT TRACT DETAIL(SEE SURVEY)

PARENT TRACT SITE DATA:
SITE AREA: 886,683± SF = 10.50± AC
LEASE PARCEL AREA: 3,525 SF = 0.08± AC

COORDINATES: (CENTER OF TOWER)
LAT: 26° 09' 43.63" N (NAD 83/2011)
LON: 80° 12' 23.13" W (NAD 83/2011)
ELEVATION: 3.16'± AMSL± NAVD 88 (PER SURVEY)

NOTES:

1. NO OPEN CUTTING OF PAVEMENT, EXCEPT IN THE ACCESS WAY. ONLY DIRECTIONAL DRILL OR JACK/BORE IS ALLOWED.
2. PROPOSED TOWER LOCATION WILL NOT IMPEDE WALMART OPERATIONS.
3. ALL PROPOSED ACCESS AND UTILITY EASEMENT LOCATIONS SHOWN ARE SUBJECT TO CHANGE.
4. PROPERTY LINES ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. EXACT LOCATIONS TO BE CONFIRMED ONCE SURVEY IS ORDERED.
5. LOCATIONS OF ALL EXISTING EASEMENTS AND UNDERGROUND LINES SHOWN ARE APPROXIMATE. INFORMATION PROVIDED BY OTHERS. FIELD VERIFY PRIOR TO CONSTRUCTION.



GRAPHIC SCALE
0 75 150 300
(IN FEET)

FLOOD ZONE INFORMATION:

FLOOD ZONE:	X 0.2% ANNUAL CHANCE FLOOD HAZARD
PANEL NUMBER:	12011C0362J
EFFECTIVE DATE:	07/31/2024
FLOOD ELEV.	N/A

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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
1	07/14/25	ISSUED FOR REVIEW

SITE NAME:
LAUDERDALE LAKES

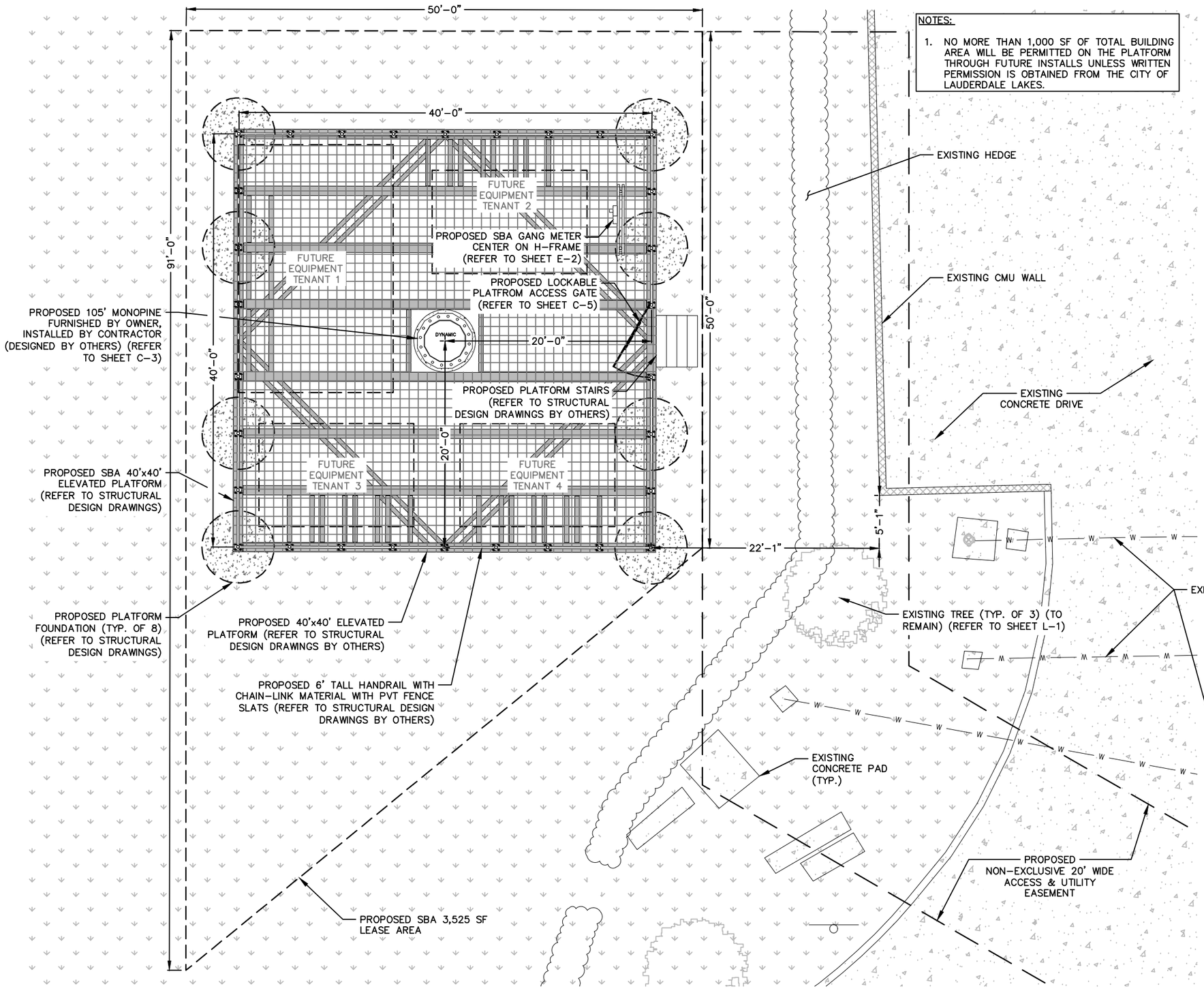
SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

DESIGN TYPE:
RAWLAND

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER: C-1
REVISION: 0



NOTES:

1. NO MORE THAN 1,000 SF OF TOTAL BUILDING AREA WILL BE PERMITTED ON THE PLATFORM THROUGH FUTURE INSTALLS UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE CITY OF LAUDERDALE LAKES.

GRAPHIC SCALE

0 5 10 20

(IN FEET)

1 ENLARGED SITE PLAN

SCALE: 1" = 10'

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REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

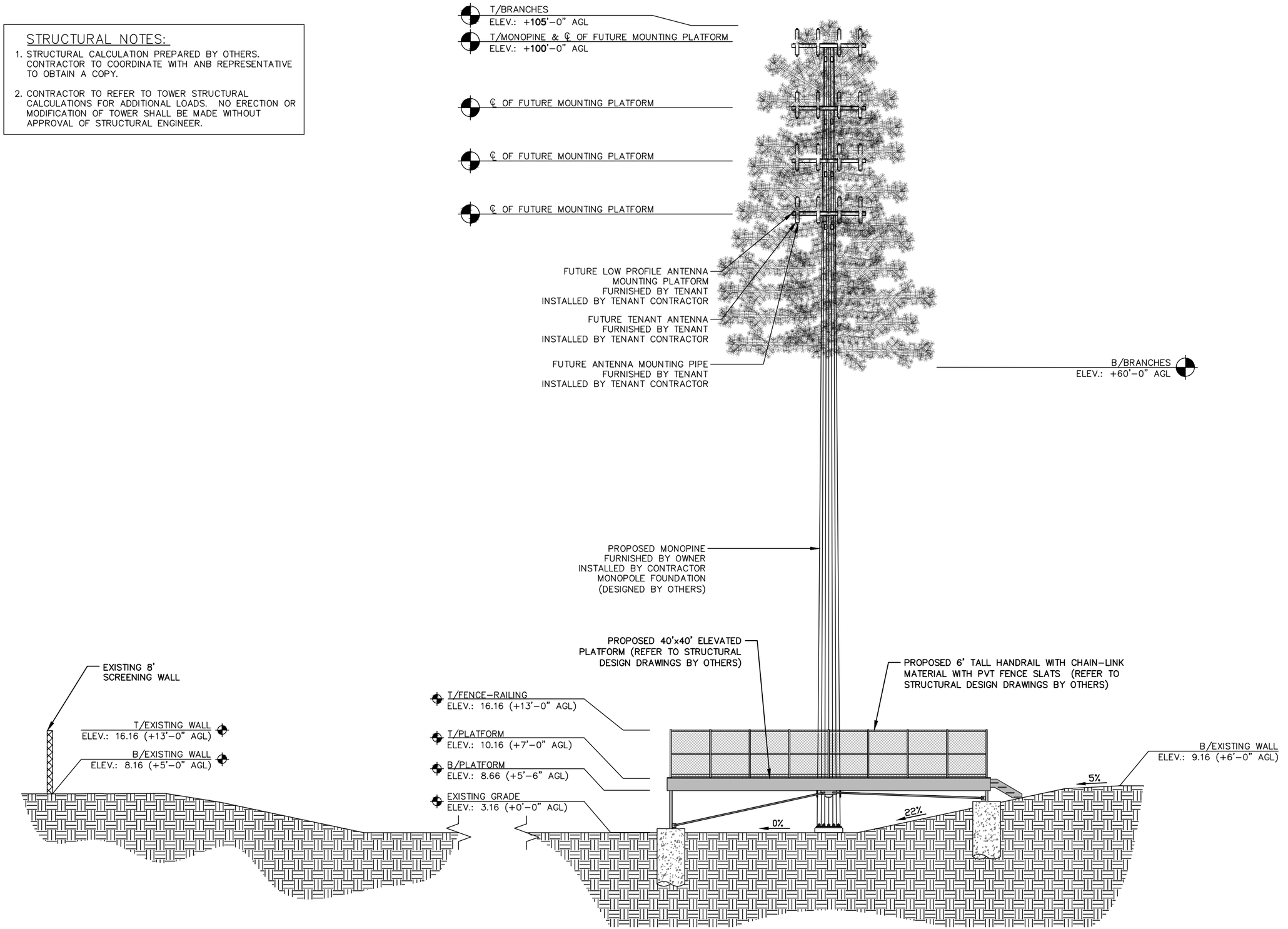
SHEET TITLE: ENLARGED SITE PLAN

SHEET NUMBER: C-2

REVISION: 0

STRUCTURAL NOTES:

1. STRUCTURAL CALCULATION PREPARED BY OTHERS. CONTRACTOR TO COORDINATE WITH ANB REPRESENTATIVE TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



1 ELEVATION VIEW (FACING NORTH)

SCALE: N.T.S.

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SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

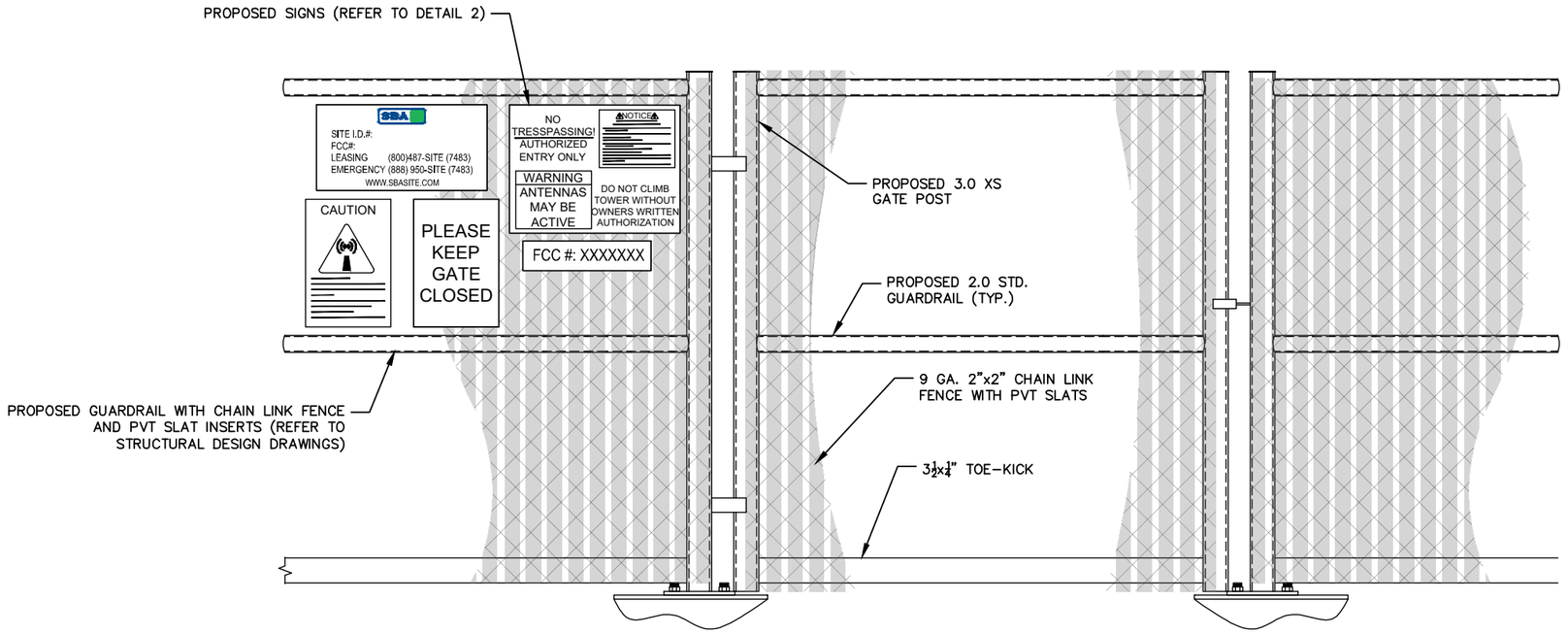
SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

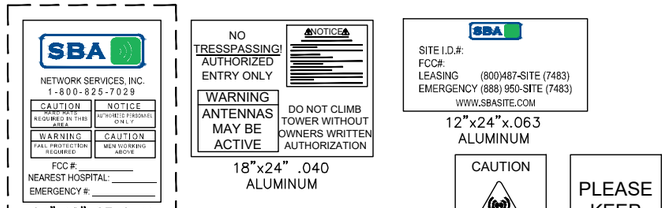
SHEET TITLE: SITE ELEVATIONS

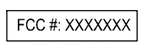
SHEET NUMBER: C-3

REVISION: 0



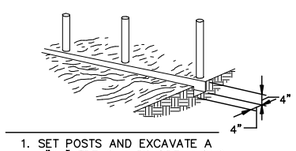
1 FENCE GATE DETAIL



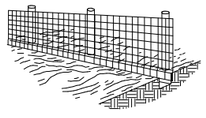


NOTE:
CONTRACTOR TO POST THE TEMPORARY SIGNS PRIOR TO SITE CONSTRUCTION.

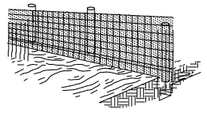
2 SIGNS DETAIL



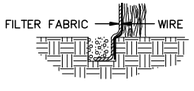
1. SET POSTS AND EXCAVATE A 4"X4" TRENCH UPSLOPE ALONG POSTS.



2. STAPLE WIRE FENCING TO THE LINE OF POSTS.



3. ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND EXTEND IT INTO THE TRENCH.



4. EXTENSION OF FABRIC AND WIRE INTO THE TRENCH

SILT FENCE

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION. INSTALL SILT FENCE AS SHOWN WHERE ADDITIONALLY REQUIRED FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS, AND WATERWAYS.
2. CONTRACTOR SHALL INSPECT INSTALLED EROSION CONTROL DEVICE WEEKLY DURING CONSTRUCTION AND AFTER HEAVY RAINS FOR DAMAGE OR EXCESSIVE SILTATION. MAINTENANCE SHALL INCLUDE CLEANING BUILT-UP SEDIMENT BEHIND THE BARRIERS AND/OR REPLACING DAMAGED SECTIONS.
3. THE EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL PERMANENT STABILIZATION IS ESTABLISHED.
4. HAY BALES SHALL NOT BE USED AS EROSION CONTROL.
5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING SITE FREE OF DRAINAGE PROBLEMS.
6. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES FOR CONSTRUCTION TO PREVENT THE DIVERSION OF SEDIMENT LADEN STORM WATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE CONSTRUCTION SITE.
7. CONTRACTOR SHALL PREVENT TRACKING OF SEDIMENT OUTSIDE OF CONSTRUCTION LIMITS. THIS MAY REQUIRE CLEANING AND/OR WASHING OF DEBRIS AND SEDIMENT FROM ALL VEHICLES PRIOR TO EXITING THE SITE. ANY SEDIMENT DEPOSITED ON THE ROADWAY SHALL BE SWEPT AS NECESSARY THROUGHOUT THE DAY OR AT THE END OF EVERY DAY AND DISPOSED OF IN AN APPROPRIATE MANNER. SEDIMENT SHALL NOT BE WASHED INTO STORM SEWER SYSTEMS.
8. ANY DEBRIS AND/OR SEDIMENT EXITING THE SITE DUE TO TRACKING OR FAILURE OF A SITE BMP SHALL BE CLEANED IMMEDIATELY BY THE CONTRACTOR BY A METHOD OTHER THAN FLUSHING. CONTRACTOR SHALL ALSO IMMEDIATELY REPAIR ANY BMPS THAT HAVE FAILED AND/OR INSTALL ADDITIONAL BMPS TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE.

3 EROSION CONTROL DETAIL

SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

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FBPE REGISTRY NO. 696

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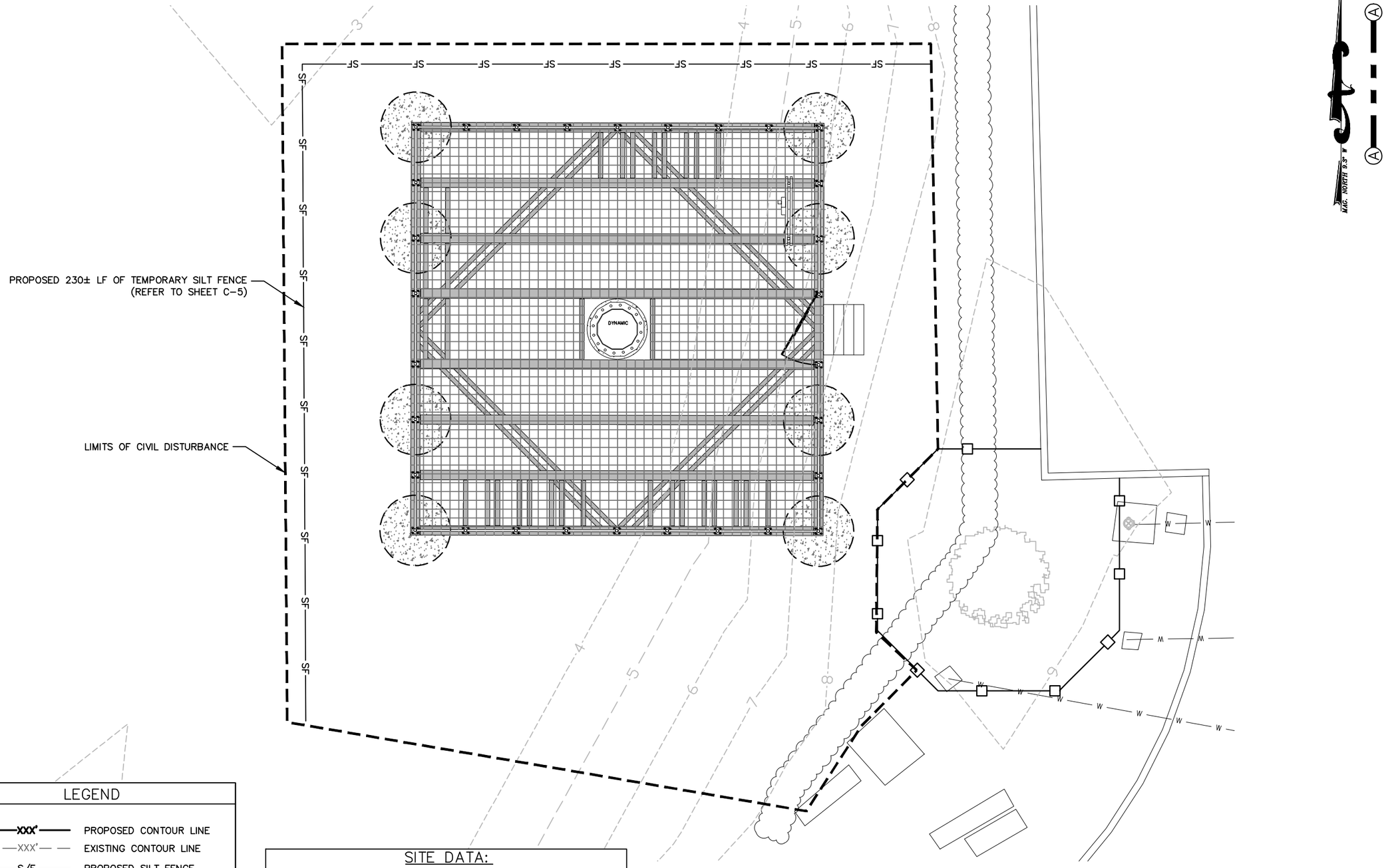
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES
SITE NUMBER: FL22902-S
SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313
DESIGN TYPE: RAWLAND
SHEET TITLE: SITE DETAILS
SHEET NUMBER: C-4
REVISION: 0



LEGEND

XXX'	PROPOSED CONTOUR LINE
XXX'	EXISTING CONTOUR LINE
S/F	PROPOSED SILT FENCE
125	SPOT ELEVATION
ME 125	MATCH EXISTING
2.00%	SLOPE ARROW
	LIMITS OF CIVIL DISTURBANCE

SITE DATA:

TOTAL PARCEL AREA:	20.35 ACRES± – 886,557 SF
REMOVED IMPERVIOUS:	0 ACRES ± – 0 SF
PROPOSED IMPERVIOUS:	0.002 ACRES± – 105 SF
TOTAL PROPOSED DISTURBED AREA:	.102 ACRES± – 4,467 SF
SOIL TYPES:	CECIL SANDY CLAY LOAM, URBAN LAND

GRAPHIC SCALE

0 5 10 20

(IN FEET)

1 SITE GRADING PLAN

SCALE: 1" = 10'

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REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

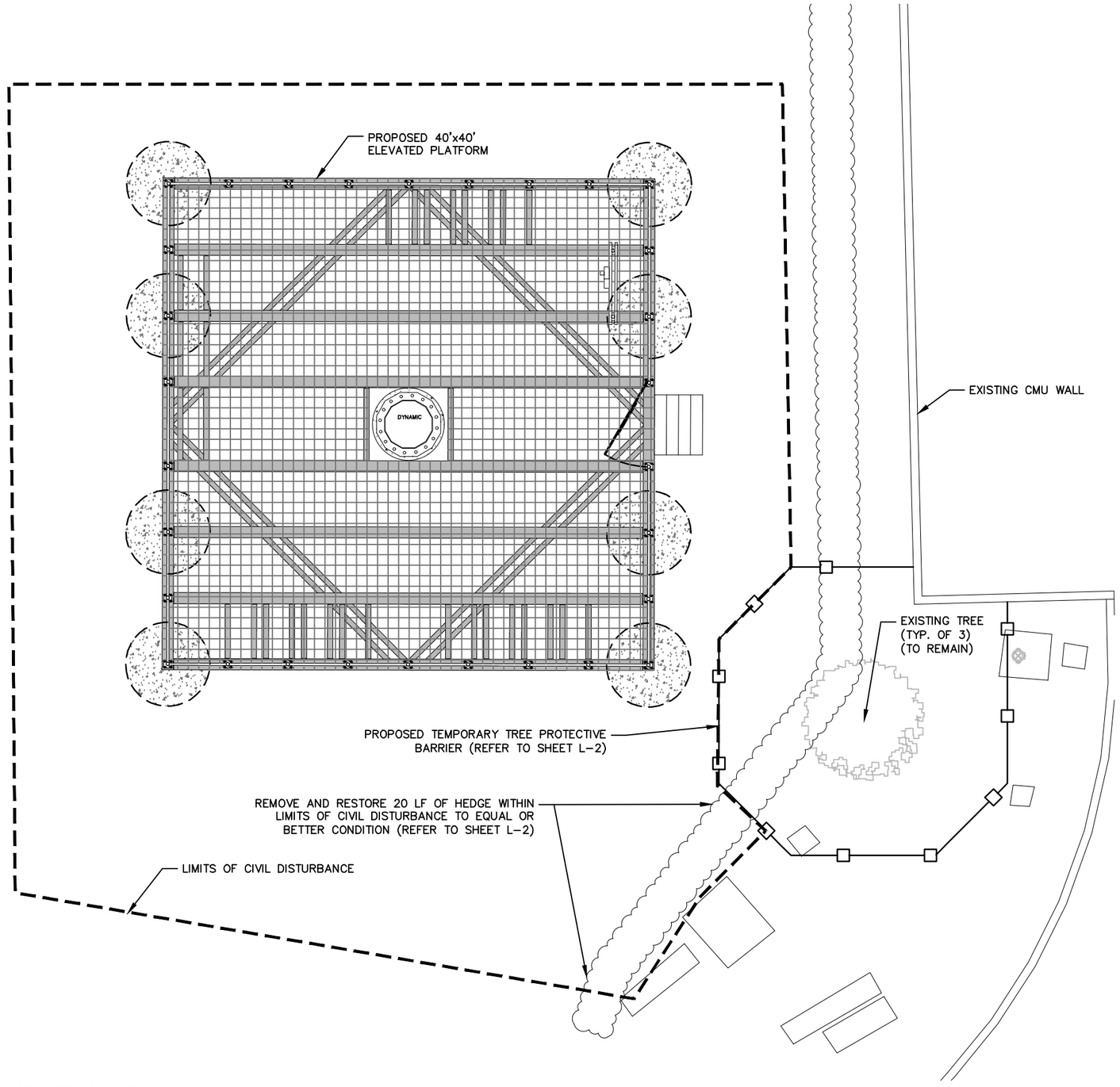
SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

SHEET TITLE: EROSION CONTROL PLAN

SHEET NUMBER: C-5

REVISION: 0



GRAPHIC SCALE

0 5 10 20

(IN FEET)

NOTES:

1. RESTORE ALL MISSING,DEAD, AND DYING LANDSCAPING (INCLUDING SOD) WITHIN SCOPE OF WORK AND LANDSCAPE BUFFERS THAT ARE ADJACENT TO RESIDENTIAL ZONING.

2. ANY PRESERVED OR RELOCATED TREE MUST BE PROTECTED BY A BARRICADE/BARRIER PRIOR TO THE COMMENCEMENT OF ANY WORK AND SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

LANDSCAPE INSTALLATION NOTES:

1. ALL PLANT MATERIALS SHALL BE FLORIDA #1 OR BETTER AS GIVEN IN, GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

2. SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED. TRUNK CALIPER IS MEASURED SIX INCHES ABOVE THE GROUND ON TREES.

3. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY, AND WEED FREE CONDITION.

4. IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO ENSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMUM GROWTH OF LANDSCAPE MATERIAL BEFORE INSTALLATION BEGINS.

5. THE CONTRACTOR SHALL ENSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS OTHER WASTE MATERIALS TO A DEPTH OF 24" PRIOR TO LANDSCAPE INSTALLATION.

6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. PLANT MATERIAL IS TO BE LOCATED SUCH THAT IT WILL NOT INTERFERE WITH ANY UNDERGROUND OR OVERHEAD UTILITIES. TREES CANNOT BE PLANTED AROUND, OVER, OR UNDER ANY EXISTING OR PROPOSED POWER LINES. THIS INCLUDES ANY LINES DESIGNED AFTER FINAL SITE PLAN APPROVAL.

7. ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE AND THEN TOP-DRESSED WITH 3" DEEP PINE BARK MULCH. ALL PROPOSED TREES SHALL HAVE A TREE RING WITH A MINIMUM 24" RADIUS, ALL PROPOSED TREES AND PALMS SHALL BE STAKED.

8. TREES, SHRUBS AND GROUND COVER SHALL BE INSTALLED USING THE FOLLOWING PROCEDURE: PLANT PITS SHALL BE EXCAVATED TO TWICE THE DIAMETER OF THE PLANT ROOT BALL. AERATE EXISTING SOIL BEFORE BACKFILLING PIT. ADD AGRIFORM FERTILIZER TABLETS TO EACH PLANT PIT, AS PER THE SPECIFICATIONS.

9. TREE INSTALLATION: ALL REQUIRED TREES SHALL BE INSTALLED 1" – 2" ABOVE FINISH GRADE. TREES INSTALLED OR BURIED TOO DEEP SHALL BE RESET TO THIS STANDARD. REMOVE THE TOP 1/3 OF THE WIRE BASKETS ON ALL B & B STOCK.

10. THE CONTRACTOR MUST MAINTAIN THE LANDSCAPING FOR 1 YEAR FROM THE DATE OF CONSTRUCTION COMPLETION. THIS INCLUDES BUT IS NOT LIMITED TO WATERING AND INSURING THAT THE LANDSCAPING DOES NOT DIE. IF ANY OF THE LANDSCAPING DIES WITHIN THE 1 YEAR TIME FRAME, THE CONTRACTOR MUST REPLACE IT WITH EQUIVALENT LANDSCAPING. LOCAL JURISDICTION WATERING GUIDELINES SHALL BE FOLLOWED THOROUGHLY. LANDSCAPED AREAS MUST BE 100% IRRIGATED THROUGHOUT THE ESTABLISHMENT PERIOD.

11. CONTRACTOR MUST CONFIRM LANDSCAPE REQUIREMENTS AND SPECIFICATIONS WITH LOCAL JURISDICTION.

SBA

SBA TOWERS X, LLC.
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BOCA RATON, FL 33487
TEL: (800) 487-7483

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DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

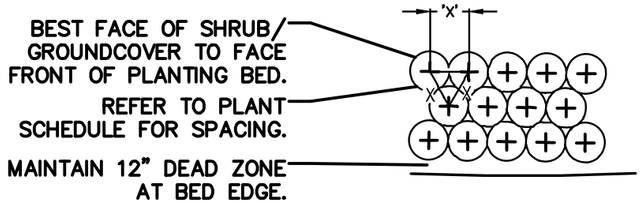
SITE ADDRESS:
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

DESIGN TYPE:
RAWLAND

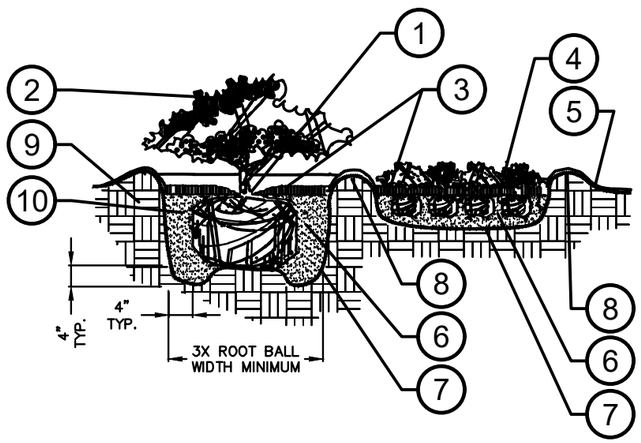
SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER: L-1

REVISION: 0



PLAN



SECTION

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" – 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND–COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

1 TYPICAL SHRUB SCALE: N.T.S.

Protective Barrier Requirements and Specifications for Existing Trees to Remain

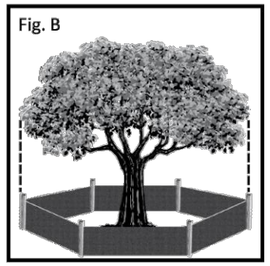
Protective Barriers are used during land alteration and construction activities to protect trees and natural areas to be retained on a site. Protective barriers must be erected around trees to be retained within an area where land alteration and construction activities will occur as well as along natural areas where such areas are adjacent to permitted land alteration or construction activities. A protective barrier must remain in place until the land alteration and construction activities are completed or until commencement of grade finishing and sodding. No ground disturbance must occur within the barricaded area. The following represents the County's minimum protective barrier specifications.

Fig. A

1. **Trees** – To restrict access into the area within the canopy dripline of a tree, a physical structure not less than 3 feet in height, comprised of wood or other suitable material, is placed around the tree at the canopy dripline, except where land alteration or construction activities are approved within the canopy dripline. The canopy dripline of a tree is the imaginary, vertical line that extends downward from the outermost tips of the tree's branches to the ground, as shown in Figure A.

Barrier Specifications for Trees: Four corner upright stakes of no less than 2"x 2" lumber connected by horizontal members of no less than 1"x 4" lumber; or upright stakes spaced at 5' intervals of no less than 2"x 2" lumber connected by silt screen fabric or material of comparable durability, as shown in Figure B.

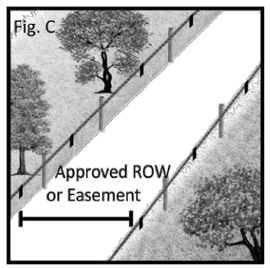
Fig. B



2. **Natural Areas** – To restrict access into areas where land alteration and construction activities are not authorized a physical structure not less than 3 feet in height is placed along the perimeter of such areas.

Barrier Specifications for Natural Areas: Upright stakes of no less than 2"x 2" lumber spaced no more than 25' apart and connected by twine flagged with plastic surveying tape at regular intervals of 5-10', as shown in Figure C. Other methods of demarcation will be considered depending upon the characteristics of the site.

Fig. C



Why a Barrier?

1. To protect all above ground portions of trees and other significant vegetation from mechanical damage.
2. To protect root systems from compaction.
3. To provide awareness of protected areas to equipment operators.

1 TREE PROTECTIVE BARRIER SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487–7483

Kimley»Horn
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845–0665
WWW.KIMLEY–HORN.COM
FBPE REGISTRY NO. 696

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES
SITE NUMBER: FL22902-S
SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313
DESIGN TYPE: RAWLAND
SHEET TITLE: LANDSCAPING DETAILS
SHEET NUMBER: L-2
REVISION: 0

Tower Engineering Professionals, Inc.
326 Tryon Road
Raleigh, NC 27603
(919) 661-6351
jcarden@tepgroup.net

Date: **May 31, 2024**

Broward County Department of Planning and Environmental Protection
1 N University Dr Suite 203
Plantation, FL 33324
(954) 519-1260

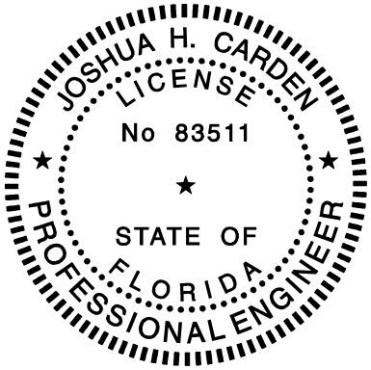
Subject:	**Dry Detention Pond Analysis Report**	
Tower Owner Designation:	***SBA Site Name:***	***WM 3625 Lauderdale Lakes***
Engineering Firm Designation:	**TEP Project Number:**	***275237***
Site Data:	**3001 N State Rd No.7, Lauderdale Lakes, Florida 33313**	

To whom it may concern,

Tower Engineering Professionals is pleased to submit this **"Detention Pond Analysis Report"** regarding the proposed wireless telecommunications facility.

The purpose of the report is to provide stormwater calculations for the existing detention pond and a narrative of the proposed development to display that the proposed wireless telecommunications facility will not alter the desired function of the existing detention pond. Based on our analysis we have determined that the development does result in a negligible net decrease in pond storage therefore the function of the existing pond will not be altered due to the construction of the proposed facility.

Respectfully submitted by



Digital Seal:
This document has been digitally signed and sealed by Joshua H. Carden using digital signature and date. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

May 31, 2024

Joshua H. Carden, P.E.
Tower Engineering Professionals, Inc.

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PROPOSED POND OUTFLOW

1) INTRODUCTION

The proposed telecommunication facility is located at 3001 N State Rd No.7, Lauderdale Lakes, Florida 33313. The 20.70-acre parent parcel currently contains 5.42 acres of rooftop, 11.10 acres of impervious surface, 2.66 acres of pervious surface and 1.52 acres of detention area. The site is in an area of minimal flooding, Zone "AE", according to FEMA panel #12011C0362H, dated August 18, 2014.

The proposed telecommunications facility will be located on the east edge of the existing detention pond. The facility will be built utilizing an elevated 40'x40' platform 2' above the edge of the pond. This site will be accessed utilizing a staircase from the edge of the pond to the platform. The tower will have a 10'x10' foundation from the bottom stage of the pond to the platform elevation. The platform will have 5' diameter footers spaced every 10' along the edge of the platform. Although the platform design is not yet complete and subject to change, the dimensions and quantities provided represent conservatives estimates that the final design will not exceed without a stormwater report revision subject to City review. These foundations will have a minimal impact on the existing storage of the pond and the existing function. The storage of the pond will be reduced by 0.0174 ac-ft. The existing site dimensions, stormwater requirements, and methodology provided in this report were taken from the original calculations for the existing development by Kimley-Horn and associates dated January 5th, 2005.

2) EXISITNG POND REQUIREMENTS

Required Treatment Volume:

Site area for water quality = total project - roof = 20.70 ac - 5.42 ac = **15.28 ac**

Impervious Area for Water Quality = 15.28 ac - (2.66 ac + 1.52 ac) = **11.10 ac**

Percent Impervious for Water Quality = (11.10 ac / 15.28 ac) x 100% = **72.5%**

Water Quality Treatment Required = 2.5" x 0.725 = **1.82 inches**

Volume Required for Water Quality Detention = 1.82" x (20.70 ac) / 12" x 0.75 = **2.35 ac-ft**

Required Pre-Treatment Volume = 0.5" x 20.70 ac / 12" = **0.86 ac-ft**

Required Total Treatment Required = 2.35 ac-ft - 0.86 ac-ft = **1.49 ac-ft**

Existing Dry Pond Stage-Storage:

Stage	Exisitng Total Volume (Acre-Ft)	Exisitng Total Volume (Cu. Ft.)	Exisitng Stage Volume (Cu. Ft.)	Exisitng Stage Volume (Cu. Ft.)
3	0.0000	0.0	0	0.0
4	1.5100	65775.6	1.51	65775.6
5	3.2100	139827.6	1.7	74052.0
6	5.1300	223462.8	1.92	83635.2
7	7.2500	315810.0	2.12	92347.2
8	9.5800	417304.8	2.33	101494.8

Required Storage = 1.49 ac-ft
Provided Storage = 1.51 ac-ft
1.51 ac-ft > 1.49 ac-ft

3) PROPOSED POND REQUIREMENTS

Required Treatment Volume:

Site area for water quality = total project - roof = 20.70 ac - 5.42 ac = **15.28 ac**

Impervious Area for Water Quality = 15.28 ac - (2.66 ac + 1.52 ac) = **11.10 ac**

Percent Impervious for Water Quality = (11.10 ac / 15.28 ac) x 100% = **72.5%**

Water Quality Treatment Required = 2.5" x 0.725 = **1.82 inches**

Volume Required for Water Quality Detention = 1.82" x (20.70 ac) / 12" x 0.75 = **2.35 ac-ft**

Required Pre-Treatment Volume = 0.5" x 20.70 ac / 12" = **0.86 ac-ft**

Required Total Treatment Required = 2.35 ac-ft - 0.86 ac-ft = **1.49 ac-ft**

Proposed Platform Foundation Size:

Stage	Proposed Total Foundation Volume (Acre-Ft)	Proposed Total Foundation Volume (Cu. Ft.)	Proposed Foundation Volume (Acre-Ft)	Proposed Foundation Volume (Cu. Ft.)
3	0.0000	0.0	0.0000	0.0
4	0.0067	291.7	0.0067	291.7
5	0.0136	593.8	0.0069	302.1
6	0.0148	645.0	0.0079	342.9
7	0.0162	705.8	0.0083	362.9
8	0.0174	755.8	0.0090	392.9

Adjusted Dry Pond Stage-Storage:

Stage	Proposed Total Volume (Acre-Ft)	Proposed Total Volume (Cu. Ft.)	Proposed Stage Volume (Cu. Ft.)	Proposed Stage Volume (Cu. Ft.)
3	0.0000	0.0	0.0000	0.0
4	1.5033	65483.9	1.5033	65483.9
5	3.1964	139233.8	1.6931	73749.9
6	5.1152	222817.8	1.9121	83292.3
7	7.2338	315104.2	2.1117	91984.3
8	9.5626	416549.0	2.3210	101101.9

Required Storage = 1.49 ac-ft

Provided Storage = 1.50 ac-ft

1.50 ac-ft > 1.49 ac-ft

APPENDIX A

EXISITNG AND PROPOSED POND OUTFLOWS

Summary for Pond 1P: Existing Dry Detention Pond

Inflow Area = 20.100 ac, 24.48% Impervious, Inflow Depth = 5.34"
Inflow = 148.78 cfs @ 12.01 hrs, Volume= 8.939 af
Outflow = 2.19 cfs @ 18.63 hrs, Volume= 7.415 af, Atten= 99%, Lag= 397.2 min
Primary = 2.19 cfs @ 18.63 hrs, Volume= 7.415 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs
Peak Elev= 6.82' @ 18.63 hrs Storage= 6.872 af

Plug-Flow detention time= 1,386.4 min calculated for 7.415 af (83% of inflow)
Center-of-Mass det. time= 1,310.5 min (2,084.1 - 773.6)

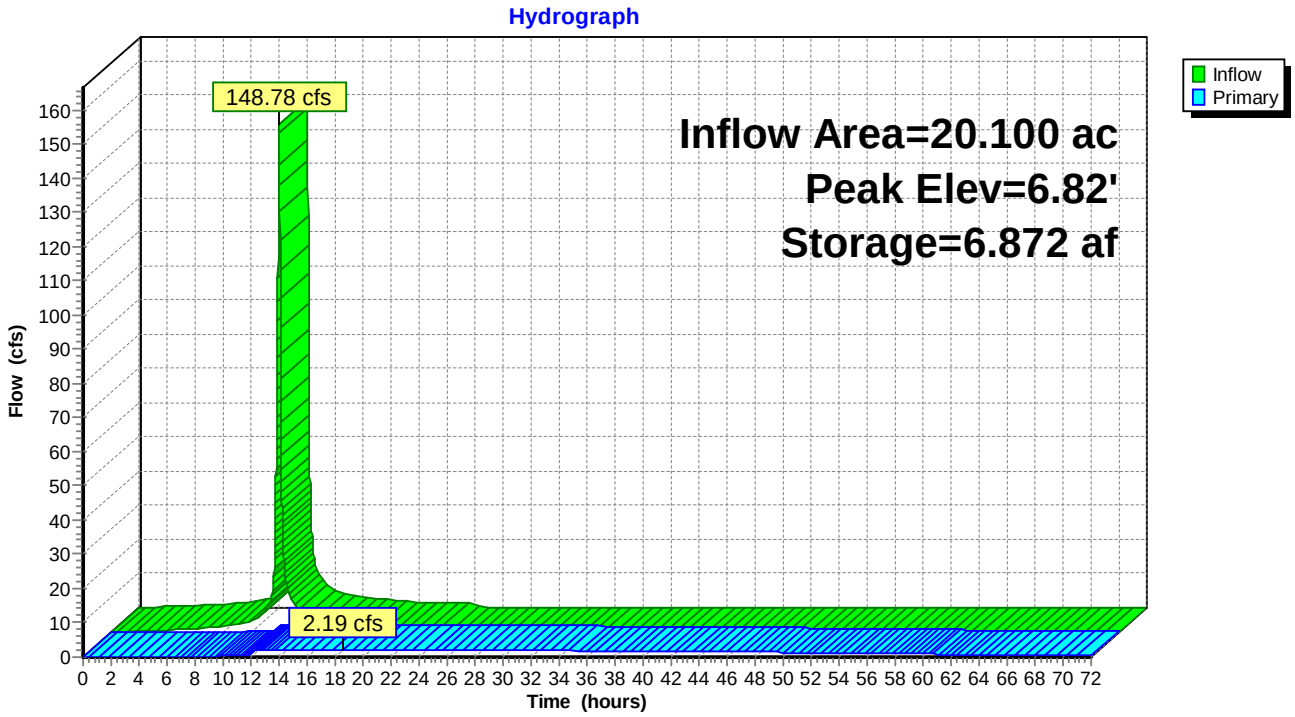
Volume	Invert	Avail.Storage	Storage Description
#1	3.00'	9.580 af	**Custom Stage Data** Listed below

Elevation (feet)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
3.00	0.000	0.000
4.00	1.510	1.510
5.00	1.700	3.210
6.00	1.920	5.130
7.00	2.120	7.250
8.00	2.330	9.580

Device	Routing	Invert	Outlet Devices
#1	Primary	3.00'	**12.0" Round Culvert** L= 50.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 3.00' / 2.50' S= 0.0100 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf
#2	Device 1	7.35'	**36.0" x 36.0" Horiz. Weir 1** C= 0.600 Limited to weir flow at low heads
#3	Device 1	3.00'	**4.2" Vert. Weir 2** C= 0.600 Limited to weir flow at low heads
#4	Device 1	4.00'	**6.0" W x 4.0" H Vert. Weir 3** C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=2.19 cfs @ 18.63 hrs HW=6.82' (Free Discharge)
└**1=Culvert** (Passes 2.19 cfs of 6.82 cfs potential flow)
  ├**2=Weir 1** (Controls 0.00 cfs)
  ├**3=Weir 2** (Orifice Controls 0.88 cfs @ 9.20 fps)
  └**4=Weir 3** (Orifice Controls 1.31 cfs @ 7.84 fps)

Pond 1P: Existing Dry Detention Pond



Hydrograph for Pond 1P: Existing Dry Detention Pond

Time (hours)	Inflow (cfs)	Storage (acre-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0.000	3.00	0.00
2.00	0.35	0.017	3.01	0.00
4.00	0.76	0.111	3.07	0.01
6.00	1.17	0.264	3.17	0.07
8.00	1.60	0.474	3.31	0.17
10.00	3.23	0.822	3.54	0.28
12.00	**147.38**	3.592	5.20	1.47
14.00	**5.14**	6.471	6.63	2.12
16.00	3.12	6.779	6.78	2.18
18.00	2.39	**6.867**	**6.82**	**2.19**
20.00	1.75	**6.848**	**6.81**	**2.19**
22.00	1.58	6.760	6.77	2.17
24.00	1.46	6.653	6.72	2.15
26.00	0.00	6.321	6.56	2.09
28.00	0.00	5.980	6.40	2.03
30.00	0.00	5.649	6.24	1.97
32.00	0.00	5.329	6.09	1.91
34.00	0.00	5.019	5.94	1.84
36.00	0.00	4.721	5.79	1.77
38.00	0.00	4.434	5.64	1.70
40.00	0.00	4.159	5.49	1.63
42.00	0.00	3.896	5.36	1.56
44.00	0.00	3.644	5.23	1.49
46.00	0.00	3.404	5.10	1.42
48.00	0.00	3.175	4.98	1.34
50.00	0.00	2.960	4.85	1.26
52.00	0.00	2.758	4.73	1.18
54.00	0.00	2.570	4.62	1.10
56.00	0.00	2.395	4.52	1.01
58.00	0.00	2.236	4.43	0.92
60.00	0.00	2.092	4.34	0.82
62.00	0.00	1.966	4.27	0.71
64.00	0.00	1.857	4.20	0.62
66.00	0.00	1.761	4.15	0.55
68.00	0.00	1.675	4.10	0.49
70.00	0.00	1.597	4.05	0.45
72.00	0.00	1.524	4.01	0.43

Summary for Pond 1P: Proposed Dry Detention Pond

Inflow Area = 20.100 ac, 24.48% Impervious, Inflow Depth = 5.34"
Inflow = 148.78 cfs @ 12.01 hrs, Volume= 8.939 af
Outflow = 2.20 cfs @ 18.62 hrs, Volume= 7.425 af, Atten= 99%, Lag= 396.4 min
Primary = 2.20 cfs @ 18.62 hrs, Volume= 7.425 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs
Peak Elev= 6.83' @ 18.62 hrs Storage= 6.869 af

Plug-Flow detention time= 1,384.8 min calculated for 7.424 af (83% of inflow)
Center-of-Mass det. time= 1,309.5 min (2,083.1 - 773.6)

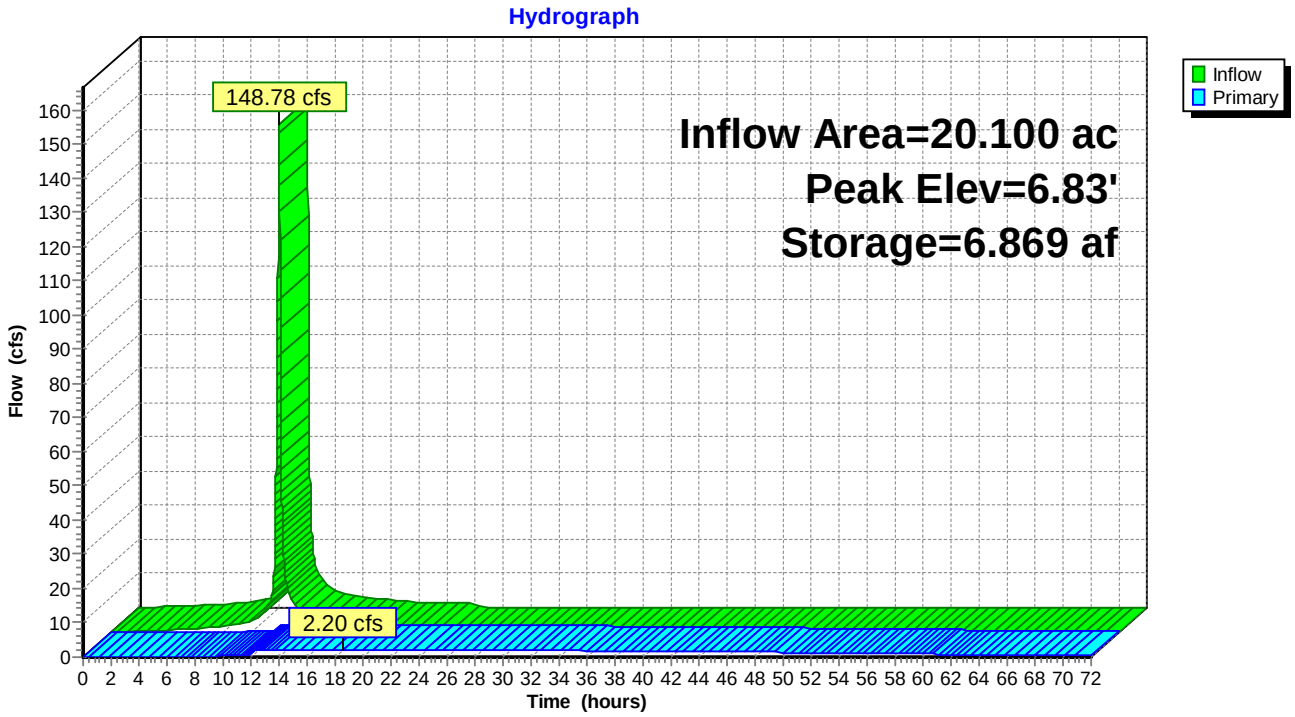
Volume	Invert	Avail.Storage	Storage Description
#1	3.00'	9.541 af	**Custom Stage Data** Listed below

Elevation (feet)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
3.00	0.000	0.000
4.00	1.503	1.503
5.00	1.693	3.196
6.00	1.912	5.108
7.00	2.112	7.220
8.00	2.321	9.541

Device	Routing	Invert	Outlet Devices
#1	Primary	3.00'	**12.0" Round Culvert** L= 50.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 3.00' / 2.50' S= 0.0100 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf
#2	Device 1	7.35'	**36.0" x 36.0" Horiz. Weir 1** C= 0.600 Limited to weir flow at low heads
#3	Device 1	3.00'	**4.2" Vert. Weir 2** C= 0.600 Limited to weir flow at low heads
#4	Device 1	4.00'	**6.0" W x 4.0" H Vert. Weir 3** C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=2.20 cfs @ 18.62 hrs HW=6.83' (Free Discharge)
└**1=Culvert** (Passes 2.20 cfs of 6.83 cfs potential flow)
  ├**2=Weir 1** (Controls 0.00 cfs)
  ├**3=Weir 2** (Orifice Controls 0.89 cfs @ 9.21 fps)
  └**4=Weir 3** (Orifice Controls 1.31 cfs @ 7.86 fps)

Pond 1P: Proposed Dry Detention Pond



Hydrograph for Pond 1P: Proposed Dry Detention Pond

Time (hours)	Inflow (cfs)	Storage (acre-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0.000	3.00	0.00
2.00	0.35	0.017	3.01	0.00
4.00	0.76	0.111	3.07	0.01
6.00	1.17	0.264	3.18	0.07
8.00	1.60	0.474	3.32	0.17
10.00	3.23	0.822	3.55	0.28
12.00	**147.38**	3.592	5.21	1.48
14.00	**5.14**	6.469	6.64	2.13
16.00	3.12	6.777	6.79	2.18
18.00	2.39	**6.864**	**6.83**	**2.20**
20.00	1.75	**6.844**	**6.82**	**2.19**
22.00	1.58	6.755	6.78	2.18
24.00	1.46	6.648	6.73	2.16
26.00	0.00	6.315	6.57	2.10
28.00	0.00	5.973	6.41	2.03
30.00	0.00	5.642	6.25	1.97
32.00	0.00	5.322	6.10	1.91
34.00	0.00	5.012	5.95	1.84
36.00	0.00	4.713	5.79	1.77
38.00	0.00	4.426	5.64	1.70
40.00	0.00	4.150	5.50	1.63
42.00	0.00	3.886	5.36	1.56
44.00	0.00	3.634	5.23	1.49
46.00	0.00	3.394	5.10	1.42
48.00	0.00	3.165	4.98	1.35
50.00	0.00	2.949	4.85	1.26
52.00	0.00	2.747	4.73	1.18
54.00	0.00	2.559	4.62	1.10
56.00	0.00	2.385	4.52	1.01
58.00	0.00	2.225	4.43	0.92
60.00	0.00	2.081	4.34	0.82
62.00	0.00	1.956	4.27	0.71
64.00	0.00	1.847	4.20	0.62
66.00	0.00	1.751	4.15	0.55
68.00	0.00	1.665	4.10	0.49
70.00	0.00	1.587	4.05	0.45
72.00	0.00	1.515	4.01	0.42

EXHIBIT “B”

Planning and Zoning Board

September 2, 2025

TO:	Tanja McCoy, AICP, CGC, CFM Development Services Director	REVIEW TIMELINE:	
		Dates	Boards
FROM:	Lauren Pruss, AICP Assistant Director	September 02, 2025	Planning and Zoning Board
		September 8, 2025	City Commission Workshop (Pending)
		September 23, 2025	City Commission Regular Meeting (Pending)
RE:	Application No. 01-WC-24	Request for Wireless Communications Tower	
	Application No. 01-CU-24 (Companion Application)	Request for Conditional Use Approval for a Wireless Communications Tower, with Exceptions to the one-mile distance separation, concrete wall, and landscape requirements for wireless communications towers	
	Applicant/Representative	SBA Wireless Communications Tower/SBA Towers X, LLC, c/o Katie O. Berkey, Esq., AICP, Becker & Poliakoff	
	Property Owner	Walmart Stores East, LP	
SITE DATA	Project Location	3001 N State Road 7, Lauderdale Lakes, FL 33313 FOLIO # 494125430010 Southwest corner of N SR 7 and W Oakland Park Blvd. Wireless communication tower location proposed west of (behind) existing Walmart building.	
	Existing Zoning	B-3 General Business District	
	Proposed Zoning	No Change	
	Total Site Area	20.3 Acres	
	Existing City Land Use	Commercial	
	Proposed City Land Use	No Change	
SURROUNDING LAND USE AND ZONING			
	North	Commercial and Residential, B-2, B-3, Utility, and RM-16	
	South	Canal, Community Facility and Residential, CF and RS-4 (Lauderhill)	
	East	Commercial, B-3 and TC Town Center	
	West	Residential, RM-10, RM-16	

Aerial Photograph:

I. EXISTING CONDITIONS

The subject property is an approximately 20 acre site situated near the southwest corner of West Oakland Park Boulevard and North State Road 7. It is a commercial shopping center developed with a single retail big-box tenant containing 227,359 square feet of floor area along with related accessory parking and vehicle use areas. The site is surrounded on the north, west and south sides by an eight (8) foot masonry wall providing a significant visual buffer of the site from the surrounding area. The proposed wireless communications tower will be located to the west, and rear of the existing commercial building.

II. PROJECT OVERVIEW

The applicant, SBA Wireless Communications Tower/SBA Towers X, LLC, c/o Katie O. Berkey, Esq., AICP, Becker & Poliakoff, on behalf of the "Property Owner", Walmart Stores East LP, submitted an application 01-WC-24, dated October 9, 2024, requesting approval of a wireless communications tower pursuant to Section 1111 of the Land Development Regulations (LDRs) to allow for the construction of a 105-foot wireless communications tower located at 3001 North State Road 7, Lauderdale Lakes, FL 33313, in the B-3 General Business District.

The approval of application 01-WC-24 is subject to a finding that the proposed wireless communications tower is in conformance with the provisions of Sections 1111.5 and 1111.6 of the LDRs. In the event that the proposed wireless communications facility cannot meet the requirements of these code sections, the applicant may apply for exceptions to Sections 1111.5 and/or 1111.6 as set forth in Section 1111.7, Exceptions, and pursuant to Section 503, Conditional Uses. Accompanied with this application is a Conditional Use application requesting approval of construction of a Wireless Communications Tower, with Exceptions to the one-mile distance separation, concrete wall, and landscape requirements for wireless communications towers pursuant to Section 1111.7 of the Land Development Regulations, located at 3001 North State Road 7, Lauderdale Lakes, FL 33313, in the B-3 General Business District. Prior to considering any exceptions, the City must first review the application for conformance with Sections 1111.5 and 1111.6 of the Land Development Regulations.

> *"Nothing in this chapter may prohibit or have the effect of prohibiting the ability of a service provider to provide personal wireless services in violation of the Telecommunications Act. The provisions listed in this section apply only where an application for the placement of a telecommunications tower, telecommunications facility or antenna does not meet the criteria for approval as provided in subsections 1111.5 and 1111.6. An applicant for an exception shall submit information described in subsection 1111.3 and any other reasonable information the city may require. The city may deny*

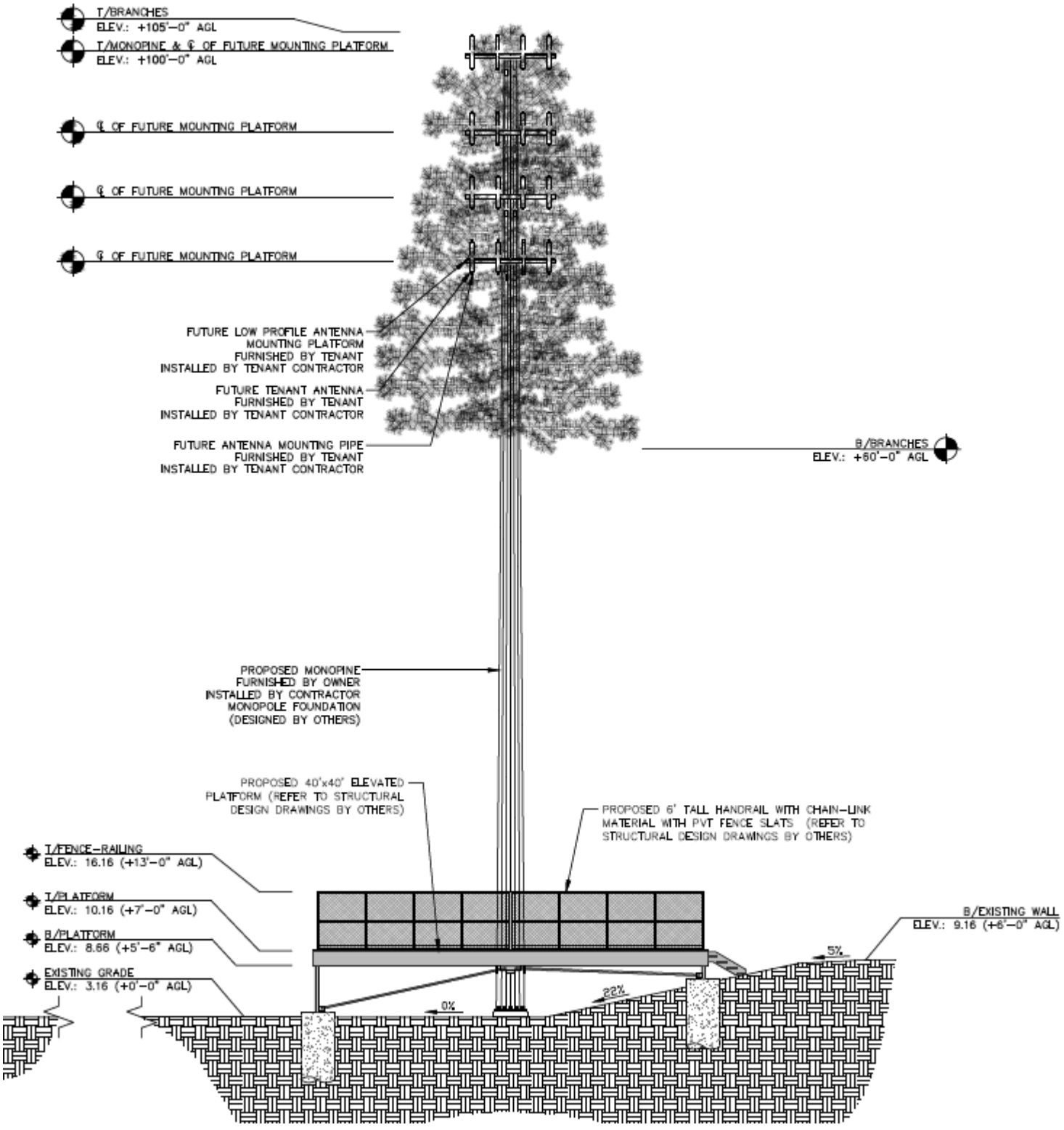
the application if it does not comply with the requirements of this section. In the event of any conflict between the review provisions of section 503 of the city's LDRs and this ordinance, the provisions of section 503 shall control. The following provisions shall govern the issuance of permits as exceptions.

In the event that the applicant files for an exception, the applicant must comply with the procedures and requirements of conditional uses as stated in this Code, specifically section 503, and as required in this section."

Project Design:

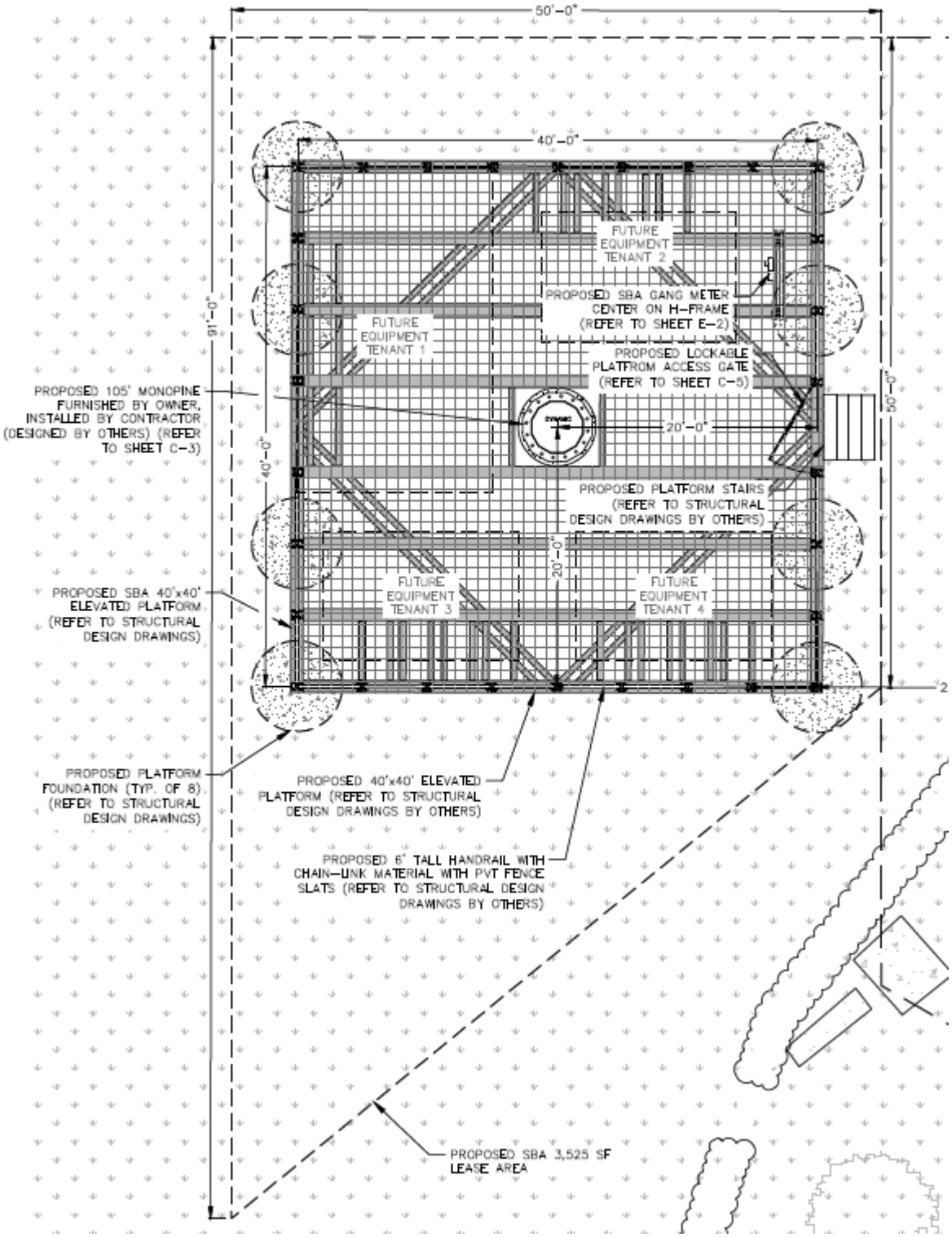
The proposed wireless communications tower will be located to the west (or behind) the existing Walmart store located at the southwest corner of West Oakland Park Boulevard and North State Road 7. The proposed location is approximately as depicted in the above aerial photograph with the red star. The proposed 105-foot tower is designed to allow up to four carriers to co-locate on the tower. The applicant proposes to locate the tower within an existing stormwater management retention basin. For this reason, the associated equipment compound will be located on a 40' x 40' platform surrounding the monopole at a height above the high-water line (see sheets C-2 and C-3 of the Monopine Zoning Drawings).

Section 1111.5 requires telecommunications facilities and towers that are located within 300 feet of a residential district shall be of stealth design. As the proposed tower is located within 300 feet of a residential district, the proposed tower is designed to conform with these requirements. A stealth wireless antenna tower, also known as a concealed or camouflaged tower, is designed to minimize its visual impact on the surrounding environment. Instead of a traditional tower structure, it's disguised to blend in with its surroundings, often appearing as a tree, flagpole, or other common structure. The proposed stealth design features a "monopine" steel pole structure with faux pine branches located at the upper portion of the tower intended to conceal the wireless communication antennae arrays.

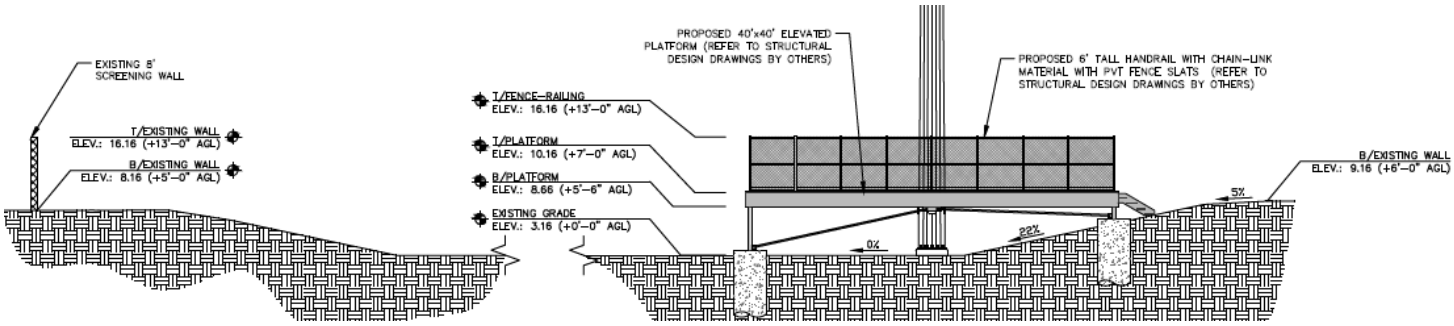


Due to the tower's location in a stormwater management pond, a 40 foot x 40 foot equipment platform will be elevated 5.5 feet above the existing lower grade of the pond, with a six-foot chain-link fence with PVT fence slats surrounding the platform to conceal the equipment compound required for operation of the various antennae arrays. The applicant has agreed to a condition for approval that any equipment housed within the compound shall not exceed six (6) feet in height to ensure that the equipment remains concealed by the fence at all times.

The pervious equipment platform will provide sufficient room to house the ground equipment for up to four tenants in support of the cellular antennae. Three of the lease areas would measure 10 feet x 15 feet, and one will measure 15 feet x 24 feet, for a total equipment lease area of 810 square feet on the elevated platform.



If measured from the nearby east and west normal grade line outside of the retention pond basin, the total height of the equipment enclosure would be seven (7) feet from the normal east grade line, and eight (8) feet from the normal west grade line. When measured from the grade line at the bottom of the retention basin, the elevation of the equipment compound is 13 feet above the base of the retention pond.



III. ANALYSIS

The following provides a summary of the requirements of Section 1111.5, Development Standards. and Section 1111.6 Equipment Facilities, relative to the review and approval of a freestanding wireless communications tower on private property, it further summarizes the applicant's response to these criteria where found within their Letter of Intent (Exhibit X):

STANDARDS OF REVIEW:

Summary of Telecommunications Development Standards, Sections 1111.5 and 1111.6:

1. **Section 1111.5, General Requirements**

   Summary of Standards. Telecommunications facilities must comply with all applicable city, state, and federal laws, codes, and industry standards, including FAA and FCC regulations. If standards are updated, owners must bring existing facilities into compliance within six months (or by the agency's timeline). Failure to comply may result in removal of the facility at the owner's expense.

   Excerpt of Applicant Response: "As part of our site agreements with service providers, it is required that wireless equipment deployed on our towers fulfill the applicable regulations from FCC and other parties, e.g., FAA. Wireless Operators on their part only deploy equipment on SBA sites that transmits in accordance with regulations set by the FCC regulatory authority, including transmitting within the licensed frequency bands and power limitations. SBA customers, i.e., Wireless operators, ensure that the sites undergo a rigorous regulatory process before they come on air to provide service… As a pre-requisite to

commercial deployments, equipment manufacturers are required to undergo certification of their products towards the requisite FCC regulations and is validated by equipment manufacturers at independent third-party Accredited Test Labs in accordance with FCC regulation prior to tower commercial deployments. FCC regulations cover various aspects including Out-Of-Band Emissions (OOBE) limits as well as power spectral density limits, which protect against interference towards Public Safety bands and equipment in other frequency bands."

Staff Findings. The applicant has indicated that the proposed tower will comply with all applicable city, state, and federal laws, including FAA and FCC regulations within the submitted Letter of Intent (Exhibit X). All requirements will be reviewed at the time of building permit, and no permit will be issued unless all requirements are met.

2. **Section 1111.5, Co-Location**

Summary of Standards. The City encourages multiple carriers to share telecommunications towers. Monopole towers must be designed to support at least two users, while lattice or guyed towers must accommodate at least three. Applications for co-location may be approved administratively by staff; however, all other applications require approval by the City Commission.

Applicant Response: The applicant has provided an "Affadavit Regarding Collocation" within the Justification Statement (page 40, Exhibit C). Additionally, the applicant has provided a site plan with a "Site Elevations" sheet (C-3, Exhibit D) demonstrating that the proposed tower will provide up to four "Future Mounting Platforms" for co-location of users on the tower. However, this information is not included in the Justification Statement.

Staff Findings. The applicant is proposing a "monopine" tower that will support up to four (4) carriers to co-locate on the proposed tower and is in compliance with this standard.

3. **Section 1111.5, Siting Hierarchy**

Standard: Hierarchy of siting alternatives. Development of a telecommunications facility shall be in accordance with the following siting alternatives hierarchy:

(1) The order of ranking is from highest (a) to lowest (j). Where a lower ranked alternative is proposed, the applicant must demonstrate in its application that higher ranked options are not available in the manner described in subsection 1111.3. The availability of a less expensive lease on a lower ranked site is not sufficient in and of itself to justify using the lower ranked alternative where a higher ranked alterative is otherwise available.

(a) Co-location on existing stealth tower on city-owned property.
(b) Co-location on existing telecommunications tower on city-owned property.
(c) Attached telecommunications facility on city-owned property.
(d) Co-location on existing structures on city-owned property.
(e) Co-location on existing stealth tower on privately owned property.
(f) Attached telecommunications facility on privately owned property.
(g) New stealth tower on city-owned property.

(h) New stealth tower on privately owned property.
(i) New telecommunications tower on city-owned property.
(j) New telecommunications tower on privately owned property.

(2) For siting of new telecommunications towers on privately owned property, the following secondary hierarchy of zoning districts from highest (i) to lowest (viii) is applicable. Where a lower ranked alternative is proposed, the applicant must demonstrate in its application that the higher ranked zoning alternative is not available pursuant to subsection 1111.3. The availability of a less expensive lease on a lower ranked site is not sufficient in and of itself to justify using the lower ranked alternative where a higher ranked alterative is otherwise available.

(i) M-1 or PID Industrial districts.
(ii) U Utilities districts.
(iii) CF Community Facilities district.
(iv) B-1, B-2, or B-3 Business districts.
(v) OP Office Park district.
(vi) OS Recreation/Open Space district.
(vii) All other districts are least favored.
To minimize the visual impact of telecommunications facilities in these other districts, only stealth facilities may be permitted"

Applicant's Response: The applicant has provided Exhibit G within their Letter of Intent (pages 43-45, Exhibit C) analyzing the suitability of existing towers within the surrounding area an accordance with the above requirements, finding that a new stealth tower on privately owned property in the B-3 District is the best option available.

Staff Findings: The City has reviewed the applicant's submittal regarding the referenced Exhibit G1 site selection hierarchy and has found that the applicant has exhausted all other higher priority site locations, including government-owned property, and Market Place Plaza for locating a new tower. As such, the proposed location conforms with the Hierarchy of Siting Alternatives standard.

4. **Section 1111.5, Public Safety Interference**

Summary of Standards. Telecommunications providers must ensure their facilities do not interfere with public safety communications. If interference occurs, providers must immediately fix the issue at their own expense and submit a corrective report within 30 days. Failure to resolve interference within 24 hours allows the City to seek FCC action, legal remedies, or injunctions. The City is held harmless, and violators may face penalties under applicable law. Providers must immediately correct interference with emergency communications.

Excerpt of Applicant Response: Within Exhibit B of the Justification Statement (Exhibit C) the applicant states "Verizon Wireless owns multiple FCC licenses, which entitles the company to operate within a number of assigned frequency ranges. This in turn, generally eliminates interference issues from CB radios, electronic appliances, pacemakers, fire and police equipment, as well as other carriers…Careful isolation studies have been performed to determine the ideal vertical and horizontal separation between Verizon Wireless antennas and any other communication service's antennas. The antenna isolation studies increase our ability to eliminate as many chances as possible of our transmitted frequencies from interfering with other's equipment. In the unlikely event that interference does occur, Verizon Wireless

agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon Wireless installation." In addition to the above statements, the applicant provides specific steps in which SBA will remediate any interference should it occur (pages 25-27, Exhibit C).

Staff Findings: Based upon the applicant's attestation, staff finds that the proposed wireless communications tower will comply with this standard.

5. **Section 1111.5, Aesthetic Standards**

Summary of Standards and Staff Findings: The following bullets identify the applicable standards of the *Aesthetics* provisions of Section 1111.5 Development Standards, and Section 1111.6 Equipment Facilities, relating to a new ground mounted telecommunications facility and staff's findings with respect to conformance with these standards. These findings are based upon review of the Site Plan (Exhibit D):

- ***Facilities within 300 ft of residential areas must be stealth design.***
  - *Staff Finding:* Conforms. The proposed tower is located within 300 feet of a residential area and is of stealth design in the form of a "monopine" single pole tower as permitted by the LDRs.
- ***Towers must have neutral or galvanized finishes.***
  - *Staff Finding:* Conforms. The proposed tower is constructed of structural steel with an exterior neutral tone intended to mimic that of a pine tree in accordance with the LDRs.
- ***Equipment must be screened by decorative walls in Mediterranean Revival style, with opaque gates and a 10-ft landscaped buffer (shade trees, hedges, groundcover, palms, irrigation).***
  - *Applicant's Response:* Due to the tower's proposed location, the applicant states that it is not possible to surround the equipment with the required decorative masonry wall. However, the applicant and staff have identified an existing eight (8) foot masonry wall that surrounds the Walmart site on it's north, west and south property lines, obstructing the view of the equipment compound from the surrounding residential area. However, the applicant does propose to surround the equipment compound with a six (6) foot chain link fence with PVT fence slats on the elevated platform to conceal the equipment compound from the surrounding commercial property

    The applicant proposes to utilize and maintain an existing shrub line located east of the proposed elevated equipment platform. The remaining area surrounding the equipment platform is part of the retention facility within which the applicant proposes to locate the tower.
  - *Staff Finding.* The proposed tower does not conform to the masonry wall and landscape

buffer requirements. .

- ***Only one tower is permitted per lot/building site.***

  Staff Finding. Conforms. Only one tower is proposed for this building site.

- ***Lighting is only allowed when required by authorities, must minimize visual impact, be architecturally compatible, and avoid industrial-style fixtures in visible areas.***

  Applicant's Response: The applicant has submitted a Site Specific Obstruction Evaluation Report (Exhibit F) indicating that no lighting is required for the proposed tower.

  Staff Finding. Conforms. Staff has reviewed the proposed plans and finds that no lighting is proposed as part of the site plan submitted for this application.

- ***Required Setbacks: Telecommunications towers must be set back from the property line a minimum distance of 110 percent of the height of the telecommunications tower or as otherwise approved by the city.***

  Applicant's Response: The applicant has provided a site plan with a Site Data Table demonstrating how the proposed tower complies with the LDRs in Exhibit D on Sheet C-1.

  Staff Finding. Conforms. Staff has reviewed the proposed site plan and finds that it is in conformance with the required setbacks as noted below.

  - North Setback (residential zone RM-16): 214 feet proposed, 115.5 required
  - West Setback (residential zone RM-16): 123' proposed, 115.5 feet required
  - South Setback (to property line, RS-4 Lauderhill residential zone across canal right of way): 277 feet proposed, 115.5 feet required

- ***Required Separation: Telecommunications towers must be at least one mile apart, measured straight-line between bases, regardless of city or county boundaries.***

  Applicant's Response. On pages 46-47 of the applicant's Justification Statement (Exhibit C), they identify two towers within one mile of the proposed site within a notarized affidavit. This exhibit states "The closest existing tower is 0.67 miles from the proposed site and is owned by Broward County. Broward County only allows for government agencies to place antennas on their tower for security reasons. See the statement on page 2 from Broward County showing confirmation of the statement above. This is "A" on page 2.

  The Second closest tower is 0.89 miles from the proposed site and is owned by Crown Castle. It is too far away and also too short to provide the coverage needed for this project. It is only 100' tall, with 3 existing carriers already. This is "B" on page 2.

  Any other towers are > one mile from the proposed site and are also considered by RF

Engineering to be of no use to collocate upon for this project.

No other suitable structure that is tall enough and close enough to collocate up was found, as well. Of the alternative options listed in the Land Development Code, Item (h), New stealth tower on privately owned property is the option that became available. Our search determined that higher ranked alterative options were not available."

Staff Finding. The proposed tower does not conform to the masonry wall and landscape buffer requirements. Due to the proposed location of the tower within the retention basin, the applicant states that both the construction of a masonry wall and the required ten (10) foot landscape buffer would impede the flow of water within the basin. As such, the applicant proposes an elevated equipment platform with a six (6) foot chain link fence for screening. Additionally, the applicant proposes to maintain an existing shrub line located east of the proposed equipment platform which does not fully surround the platform, or conform with the landscape buffer requirements for wireless communications towers.

- ***Allowable Height: Telecommunications towers in excess of 90 feet shall have an alternative tower structure or stealth tower design and shall not be constructed at any heights in excess of those provided below:***
  - ***For a single user, up to 90 feet in height;***
  - ***For two users, up to 120 feet in height;***
  - ***For three or more users, up to 150 feet in height;***

Applicant's Response: The applicant has provided a site plan with a Site Data Table demonstrating how the proposed tower complies with the LDRs in Exhibit D on Sheet C-1.

Staff Finding. Conforms. The proposed tower, which can accommodate up to four (4) tenants, is 105 feet measured from the base grade of the retention basin to the top of the artificial limbs.

6. **Section 1111.5, Building Codes, Safety Standards and Inspections.**

Summary of Standards. Telecommunications towers must be built and maintained in compliance with the Florida Building Code and other applicable standards, with certification by a licensed engineer upon completion or modification. Existing structures used as stealth facilities must also meet these requirements. Soil analysis is required after permit issuance. The city may inspect towers, antennas, and facilities annually at the owner's expense, with additional inspections allowed during emergencies or extraordinary conditions. If a facility is found unsafe or noncompliant, the owner must begin corrective work within 30 days and complete it within 60 days, or the city may order removal at the owner's expense.

Applicant Response: The applicant has submitted a structural capacity letter indicating the proposed tower is designed for an ultimate wind speed of 170 mph with ice, Risk Category II, Exposure Category C, and Topographic Category 1 will be per the Telecommunications Industry Association Standard

ANSI/TIA-222-H, "Structural Standard For Antenna Supporting Structures and Antennas".

Staff Findings: A building permit, and final certificate of use, and business tax receipt will not be issued until the specified plans and tower meet all local, state and federal requirements.

7. **Section 1111.5, Warning Signs**.

   Summary of Standards: Telecommunications facilities must post permanent "HIGH VOLTAGE—DANGER" and "NO TRESPASSING" warning signs on surrounding fences or walls, spaced no more than 40 feet apart. Signs must have lettering at least 12 inches high, be installed at least 5 feet above grade, and may be mounted on poles if landscaping blocks visibility. Signs must comply with federal and state law, and their trim or framing must have a decorative design.

   Applicant Response: No response provided.

   Staff Findings: Earlier submittals contained warning sign details. However, the current plan set does not. That being said, staff has added a condition for approval that all warning sign requirements shall be met prior to issuance of a building permit as this is not a critical component of the overall.

8. **Section 1111.5, Licenses.** Owners and/or operators of towers or antennas shall certify that all occupational licenses required by law for the construction and/or operation of a wireless communication system in the city have been obtained and shall file a copy of all required occupational licenses with the city.

   Applicant Response: "Verizon Wireless owns multiple FCC licenses, which entitles the company to operate within a number of assigned frequency ranges…. As a part of all Verizon Wireless owned towers, FCC licensed users of the structure will file for certifications required by the Federal Communications Commission *(FCC*) that attest to the fact that the proposed communication facility complies with all current FCC regulations for non-ionizing electromagnetic radiation (NIER) (Exhibit C)."

   Staff Findings: The applicant has agreed to a condition for approval that all required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt.

9. **Section 1111.5, Public notice**. For purposes of this section, with regard to public notice, the applicant must comply with the procedures and requirements of the city's land development regulations, specifically subsection 501.11. If approved, upon the city's request, the owner of any telecommunications tower approved for shared use shall provide notice of the location of the telecommunications tower and the tower's load capacity to other service providers. All costs related to the public notice shall be paid by the applicant.

   Applicant Response: In accordance with section 501.11 Courtesy Notices, the applicant provided an affidavit of courtesy notice mailing confirming compliance with the required mailing date fourteen days in advance of the public hearing, August 19, 2025.

Staff Findings: Staff has reviewed the affidavit of courtesy notice mailing confirming compliance with the required mailing date fourteen days in advance of the public hearing, August 19, 2025, and has found the application in conformance with the Courtesy Notice requirements.

10. **Section 1111.5, Signs.** No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law.

    Staff Findings: Conforms. None of the above signs are identified in the proposed plans and a condition for approval has been added should the Planning and Zoning Board recommend approval of this application.

11. **Section 1111.5, Parking.** Each telecommunications facility site may provide parking only for use by maintenance personnel. No vehicle storage shall occur.

    Applicant Response: : The applicant has provided a site plan with a Site Data Table demonstrating how the proposed tower complies with the LDRs in Exhibit D on Sheet C-1.

    Staff Findings: Conforms. No dedicated parking is proposed for the proposed tower as the applicant has indicated minimal traffic will visit the proposed tower and the existing vehicular use areas will meet the intermittent needs of visitors.

12. **Section 1111.5 Outdoor Storage***.* No outdoor storage of vehicles or maintenance equipment is permitted on-sites approved for telecommunications facilities.

    Applicant Response: The applicant has not submitted a narrative relative to outdoor storage on the site. The proposed plans (Exhibit D) identify the design of the overall site for the proposed tower and equipment. Staff has analyzed the proposed plans and provided a response, below.

    Staff Findings: Conforms. The proposed plans do no identify any areas for outdoor storage of vehicles or equipment.

13. **Section 1111.6. Equipment Facilities.** Equipment facilities for a telecommunications tower and antennas mounted on a tower shall not exceed 1,000 square feet of gross floor area not including the surrounding concrete pad, or be more than ten feet in height and shall be located in accordance with the minimum yard requirements of the zoning district in which located.

    Applicant Response: The applicant has not submitted a narrative relative to the ground equipment facilities proposed for the tower The proposed plans (Exhibit D) identify the design of the proposed equipment facilities. Staff has analyzed the proposed plans and provided a response, below.

    Staff Findings: Conforms. Due to the tower's location in a stormwater management pond, a 40 foot x 40 foot equipment platform will be elevated 5.5 feet above the existing grade of the pond, with a six-foot chain-link fence with PVT fence slats surrounding the platform to conceal the equipment compound required for operation of the various antennae arrays. The applicant has agreed to a condition for approval

that any equipment housed within the compound shall not exceed six (6) feet in height to ensure that the equipment remains concealed by the fence at all times.

The pervious equipment platform will provide sufficient room to house the ground equipment for up to four tenants in support of the cellular antennae. Three of the lease areas would measure ten (10) feet x fifteen (15) feet, and one will measure fifteen (15) feet x twenty-four (24) feet, for a total equipment lease area of 810 square feet on the elevated platform conforming with the 1,000 square foot requirement for equipment facilities.

If measured from the nearby east and west normal grade line outside of the retention pond basin, the total height of the equipment enclosure would be seven (7) feet from the normal east grade line, and eight (8) feet from the normal west grade line, conforming with the maximum ten (10) foot height requirement. When measured from the grade line at the bottom of the retention basin, the elevation of the equipment compound is thirteen (13) feet above the base of the retention pond.

IV. SUMMARY OF STAFF FINDINGS AND STAFF RECOMMENDATION

City Staff has reviewed the application and find that the proposed design as set forth in the application fails to meet the decorative masonry, the ten (10) foot landscape buffer, and one-mile distance separation requirements. Based upon the assessment and findings contained within this report, City Staff recommends that the Planning and Zoning Board recommend to City Commission denial of this application. However, should the Planning and Zoning Board find the application in conformance with Sections 1111.5 and 1111.6 of the Land Development Regulations, City Staff recommends such approval be subject to the following conditions:

1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.
2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the “Justification Statement”).
3) All equipment housed on the equipment platform shall not exceed six (6) feet in height as measured from the base of the platform.
4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law.
5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt.

V. EXHIBITS

A. Location Map

B. Development Review Committee Final Report dated August 1, 2025

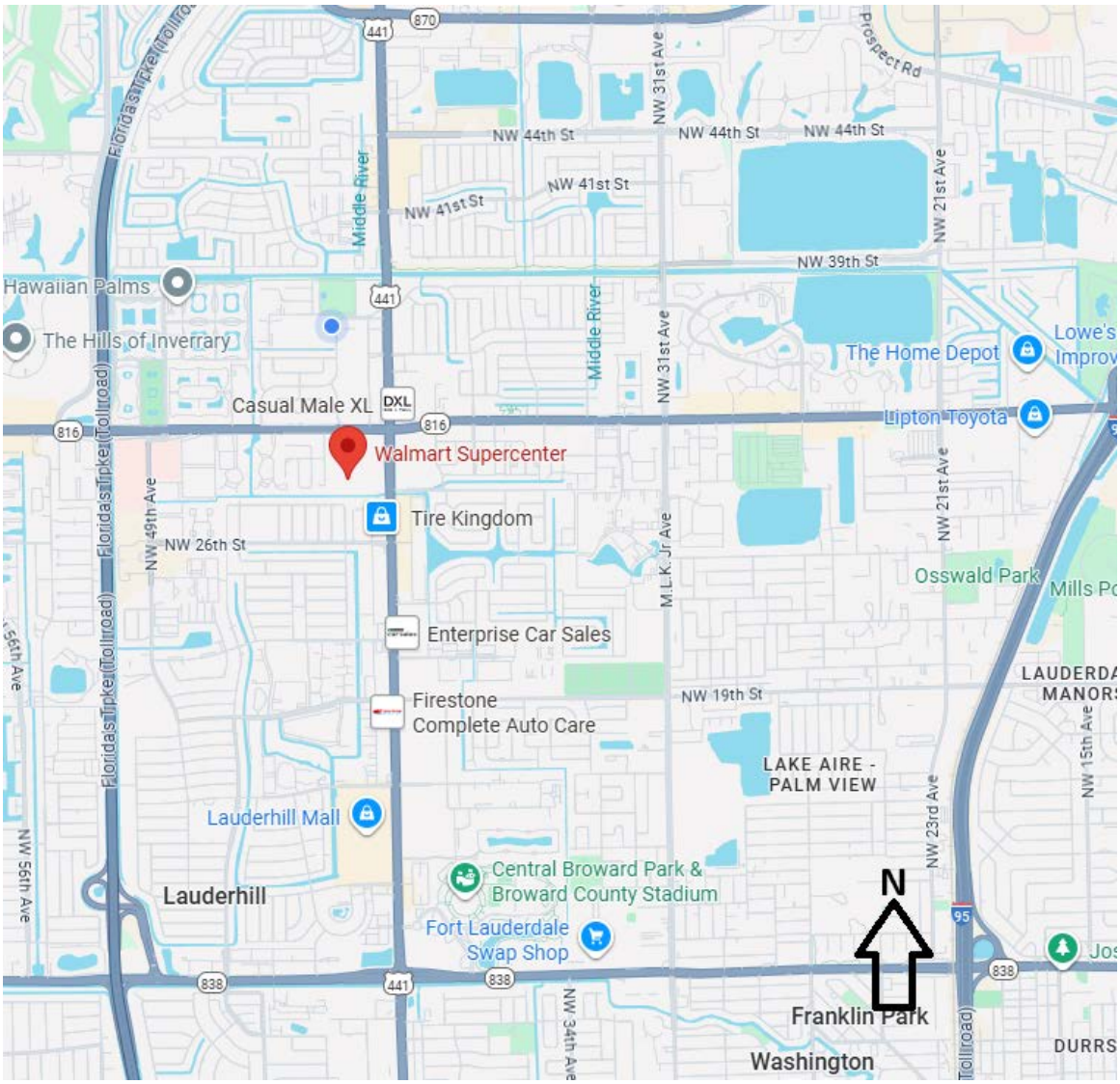
C. Correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the “Justification Statement”)

D. Site Plan for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.

E. Impervious Surface Narrative dated April 2, 2025 and prepared by TEP OpCo, LLC.

F. Site Specific Obstruction Evaluation Report, dated April 14, 2023.

LOCATION MAP



City of Lauderdale Lakes

Development Review Committee (DRC)

Staff Comments – Final Review – 08/25/2025

Project Name			
Wireless Telecommunications Tower			
Meeting Date	**App No.**	**Project Applicant**	**Project Planner**
12/04/24 06/05/25 07/07/25	01-CU-24 **01-WC-24**	SBA Towers X, LLC. 8051 Congress Ave, Boca Raton FL 33487 561-226-9332	Stephen Smith, Planner II/Lauren Pruss, Assistant Director
Project Address	**Land Use Designation**	**Existing Use**	**Proposed Use**
3001 North State Road 7 Lauderdale Lakes, FL 33313	Commercial	Shopping Center	Existing to remain; Add (1) new wireless 105' stealth telecommunications tower
Site Area	**Site Location**	**Parcel ID**	**Property Owner**
+/- 10.5 acres; 886,683 sq. ft.	Southwest corner of N. State Rd 7. and W. Oakland Park Blvd	4941 25 43 0010	Wal-Mart Stores East LP

REVIEW WORKFLOW:

REVIEW	STATUS
Planning and Zoning	Approval pending Commission Review
Landscaping	Approved with Conditions
Fire	Approved with Conditions
Engineering	No Outstanding Comments
Public Works	No Outstanding Comments

Planning and Zoning Comments

Lauren Pruss, AICP | Development Services / laurenpr@lauderdalelakes.org / 954-525-2496

The proposed plan does not comply with the provisions of Section 1111.5, Aesthetics, in that the required decorative masonry wall is not provided and instead a chain link fence with slats is provided to screen the equipment compound, and the required 10 foot landscape buffer is not provided surrounding the equipment compound. Furthermore, the proposed facility does not conform to the one-mile distance separation requirement in Section 1111.5, Separation. As such, the applicant may proceed through the public hearing process to request approval of the proposed tower by the City Commission pursuant to Sections 1111.7 and 503 of the Land Development Regulations, following denial of an application from City Commission based on the standards of review in Section 1111.5. The proposed plan complies with all other provisions of Section 1111, Wireless Communications Towers.

Landscaping Comments

Bill Tesauro, Landscape Plan Reviewer (CGA)/ BTesauro@cgasolutions.com / 954-921-7781

Development Review Committee 3rd Conditional Approval Landscape Review Comments

1) Please be advised that **as conditional approval** the plans must be submitted and approved by the following government agencies:
   - Broward County Surface Water Management.
   - South Florida Water Management District.
   - Development and Environmental Review Department.

2) Please be advised that **as a conditional approval**, if at the time of building permit, it is determined that ADA compliance is required this item will be addressed at that time.

3) Please be advised that **as a conditional approval** all proposed ground equipment cannot exceed 10' in height.

4) Please be advised that **as a conditional approval** add "to equal or better" to NOTE #1 landscape replacement on Sheet L-1.

5) Please be advised that **as conditional approval** the proposed variance for Section 1111.5 (The required Screening of a wall, buffer and landscape needs to be approved by the City Commission.

Fire Department Comments

Adam Bloch, Fire Plans Reviewer / adam_bloch@sheriff.org / 954-535-2493

Per NFPA 1, Chapter 1.14.4, review and approval by the AHJ shall not relieve the applicant of the responsibility of compliance with this Code. Address all comments on the plans. Provide a response letter, noting the sheet in the plans where the comment was addressed.

All codes referenced are from NFPA 1 and 101- 2018 Florida edition unless otherwise specified. More comments/code requirements may be added based on replies/corrections and/or other information, per

1.7.12, 1.12, and 1.14.

Sheets depicting interior building layouts are excluded from this review and will require separate review for building permits. More comments/code requirements may be added based on replies/corrections and/or other information, per 1.7.12, 1.12, and 1.14.

All codes referenced are from NFPA 1 - 2018 Florida edition unless otherwise specified.

1) Plans for permitting are required for the platform and stairs for egress, per 1.7.12, 1.12, 1.14, and NFPA 101 – Sections 40.1.2.1.2 and Table 40.2.5.3.1.

Engineering Comments

Syed Zaman, Project Engineer- Engineering Inspector/ syedz@lauderdalelakes.org / 954-535-2735

1) No Outstanding Comments, comments may be provided during permitting

Public Works Review Comments

Ronald Desbrunes, Director of Public Works / Ronaldd@lauderdalelakes.org / 954-535-2778

1) No Outstanding Comments, comments may be provided during permitting

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2025-125 A QUASI-JUDICIAL PROCEEDING APPROVING SBA TOWERS X, LLC APPLICATION FOR A CONDITIONAL USE WITH EXCEPTIONS WHICH WILL ALLOW THE PLACEMENT OF A 105FT STEALTH "MONOPINE" WIRELESS COMMUNICATIONS TOWER LOCATED AT 3001 N. STATE ROAD 7, LAUDERDALE LAKES, FLORIDA

Summary

This quasi-judicial proceeding is a resolution to approve a Conditional Use with Exceptions pursuant to Sections 503 and 1111.7 of the Land Development Code to permit the construction of an SBA Wireless Communications Tower located at 3001 N. State Road 7, Lauderdale Lakes, FL (Walmart site). The applications affiliated with this item are:

Application No. 01-CU -24 Requesting Conditional Use Approval for a Wireless Communications Tower, with Exceptions to the one-mile distance separation, concrete wall, and landscape requirements for wireless communications towers pursuant to Section 1111.7 of the Land Development Regulations, located at 3001 North State Road 7, Lauderdale Lakes, FL 33313, in the B-3 General Business District (current application).

Staff Recommendation

Background:

Project Overview:

SBA Towers X, LLC, is proposing construction of a 105-foot stealth "monopine" wireless communications tower behind the existing Walmart at Oakland Park Blvd. and State Road 7. The tower would accommodate up to four carriers and is sited within a stormwater retention pond on an elevated 40'x40' equipment platform. Equipment would be screened by a six-foot chain-link fence with PVT slats, limited to six feet in height.

Requested Exceptions:

The applicant seeks relief from:

- One-mile separation requirement from existing towers.
- Decorative masonry wall with Mediterranean Revival design.
- Ten-foot landscaped buffer around equipment.

Key Findings:

- **Consistency:** The tower supports the City's Comprehensive Plan goals for advancing wireless services and emergency communications.
- **Design:** The stealth monopine design meets the LDRs requirement for facilities within 300 feet of residential areas. The existing eight-foot perimeter wall around Walmart provides visual buffering of the proposed ground equipment for surrounding residential neighborhoods.
- **Setbacks:** Required setbacks from residential properties are met (north: 214 ft; west: 123 ft; south: 277 ft).
- **Co-location:** Structure is designed to support up to four carriers.
- **Public Facilities:** Minimal traffic or infrastructure impact is anticipated.

Staff Recommendation to Planning and Zoning Board:

Based upon the assessment and findings contained within the Staff Report, City Staff originally recommended that the Planning and Zoning Board make findings and provide a recommendation for approval or denial of the requested Conditional Use in this application, along with the requested exceptions for the masonry wall, landscape buffer and distance separation requirements. Should the Board recommend approval, staff recommended such recommendation be subject to conformance with the following conditions:

1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.

2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the "Justification Statement").

3) All equipment housed on the equipment platform shall not exceed six (6) feet in height as measured from the base of the platform.
4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law.
5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt.

Planning and Zoning Board Recommendation:

The Planning and Zoning Board held a public hearing regarding application 01-CU-24 on September 2, 2025. Following the public hearing and Board discussion, a motion was made to recommend approval of the requested Conditional Use with Exceptions subject to the following conditions:
1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.
2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the "Justification Statement").
3) All equipment housed on the equipment platform shall not exceed six (6) feet in height as measured from the base of the platform.
4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law.
5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt.
6) Compliance with the requirement that the site must be posted with permanent "HIGH VOLTAGE—DANGER" and "NO TRESPASSING" warning signs (condition added by Planning and Zoning Board).
The motion passed with a vote of three (3) yes, and two (2) no.

Additional Information Submitted:

Subsequent to the Planning and Zoning Board Public Hearing, the following information has been added to the record:

- Value Impact Study dated August 22, 2025. This report presents sales and rental data to indicate that the approval of the approval of the proposed wireless infrastructure project will not negatively impact the sale prices and lease rates of surrounding properties.
- Supplemental information from the Applicant as requested by City Staff, dated September 9, 2025. This correspondence explains that newer technology (including 5G) does not replace the need for a tall monopole structure, in addition to supplementing the information provided regarding the one-half mile and one mile search radius, to include an updated map of existing antenna facilities in relation to city boundaries, additional Coverage/Quality analysis for Verizon, AT&T and T-Mobile in proximity of Proposed Site, and 5G Data Throughput comparison of a 105 foot monopole versus a 35 foot 4G+5G Small Cell deployment.

Updated Staff Recommendation:

Staff has reviewed the supplemental information provided and finds the application in conformance with the requirements of Sections 1111.7 and 503.3 of the Land Development Regulations and recommends approval of Conditional Use application 01-CU-24, along with the requested masonry wall, landscaping and one-mile separation exceptions. Staff finds that the applicant has conducted a thorough analysis of the surrounding area within a one-half mile radius to provide improved network coverage in an area currently underserved by reliable coverage. The applicant has demonstrated the need for the tower, and has eliminated all other viable locations through the required hierarchy analysis. While the tower will be visible from the surrounding area, this is unavoidable due to its required height to provide proper service. The equipment compound will only be visible within the confines of the rear loading area of the commercial property, and will not be visible from any of the surrounding residential uses due to the existing eight (8) foot masonry wall on the north, west and south sides of the site.

Staff further recommends that approval of application 01-CU-24 be subject to the following conditions:

1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.
2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the "Justification Statement").
3) All equipment housed on the equipment platform shall not exceed six (6) feet in height as measured from the base of the platform.
4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law.
5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt.
6) Compliance with the requirement that the site must be posted with permanent "HIGH VOLTAGE—DANGER" and "NO TRESPASSING" warning signs (condition added by Planning and Zoning Board).

Funding Source:
N/A
Fiscal Impact:
Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM, Development Services Director
Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-125 Conditional Use Application SBA Towers (App No. 01-CU-24)	Resolution
🗋	Exhibit A - Application	Exhibit
🗋	Exhibit B - Staff Memo	Exhibit
🗋	Updated Needs Analysis	Backup Material
🗋	Home Value Impact Statement	Backup Material

RESOLUTION 2025-125

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; DENYING OR APPROVING OR APPROVING WITH CONDITIONS, CONDITIONAL USE APPLICATION NO. 01-CU-24 ("APPLICATION"), SUBMITTED BY SBA WIRELESS COMMUNICATIONS TOWER/SBA TOWERS BY AND THROUGH KATIE O. BERKEY, ESQ., AICP, BECKER & POLIAKOFF, ON BEHALF OF WALMART STORES EAST, LP, SEEKING CONDITIONAL USE APPROVAL PURSUANT TO SECTION 503 AND SECTION 1111.7 OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS ("LDRS") PROVIDING FOR CONSTRUCTION AND PLACEMENT OF A 105-FOOT WIRELESS TELECOMMUNICATIONS TOWER, WITH EXCEPTIONS, IN THE B-3 GENERAL BUSINESS DISTRICT; A COPY OF SAID APPLICATION IS ATTACHED HERETO AS **EXHIBIT A**, A COPY OF THE INTEROFFICE MEMORANDUM AND ADDITIONAL BACKGROUND MATERIALS IS ATTACHED HERETO AS **COMPOSITE EXHIBIT B**; COPIES OF EACH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE

WHEREAS, SBA Wireless Communications Tower/SBA Towers X, LLC ("Applicant"), by and through it legal counsel, Katie O. Berkey, Esq., AICP, on behalf of Walmart Stores East, LP, ("Property Owner"), submitted Condition Use Application NO. 01-CU-24 ("Conditional Use Application"), which seeks the City Commissions approval of the placement and construction of a 105-foot wireless stealth monopole telecommunications tower ("Monopole Tower") on the real property located at 3001 North State Road 7, Lauderdale Lakes, Florida 33313 ("Property"). The Property is situated on the southwest corner of West Oakland Park Boulevard and North State Road 7, within the City of Lauderdale Lakes' ("City") B-3 General Business zoning district. The Application is attached hereto as **Exhibit A**;

WHEREAS, the Property is identified under Broward County Property Appraiser Folio No. 494125430010;

WHEREAS, Section 1111.5 of the Land Development Regulations ("LDRs") enumerates certain development standards and requirements for all antennas, towers, which include without limit:

- At a telecommunications tower site, the design of the equipment facilities and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings to minimize the visual impact yet maintaining standards as set forth by the City Code;

- The equipment facilities shall be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall, designed in a "Mediterranean Revival" architectural style. This decorative wall shall be designed at the minimum height necessary to completely screen the equipment facilities so as not to be visible from abutting public streets;

- Architectural embellishment to the decorative wall shall be integrated into the design. Adequate access shall be provided by opaque gates, such as finished solid aluminum or corrugated metal panels. Gates composed of wood or galvanized or vinyl-coated chain link material with or without slats are not permitted. The colors of the wall, gates and accessory structures shall meet the standards provided for in the community appearance board approved color palette in subsection 813.3.3.3.6. The wall shall be designed by an architect registered in the state that is familiar with local building codes;

- This decorative wall must be surrounded by a ten-foot-wide landscape buffer to include three tiers of plant material, designed by a landscape architect registered in the state. The three tiers shall include, at a minimum, native shade trees planted one tree per 30 feet on center with 14-foot minimum heights; a continuous hedge broken only where access gates are required; and groundcover including annuals. Palm trees are to be used as accent plant material. Proper irrigation must be provided and maintained for long-term maintenance of the site or parcel. The overall aesthetic appeal and relationship with the architectural design of the wall and the site will be judged by the community appearance board for compliance with these design criteria;

- *Separation.* Any telecommunications tower shall be separated from any other telecommunications tower by a distance of no less than one mile as measured by a straight line between the bases of the towers. For purposes of measurement, telecommunications tower separation distances shall be calculated and applied to facilities located in the city irrespective of municipal and county jurisdictional boundaries;

WHEREAS, in co-pending Application No. 01-WC-24 ("WC Application"), Applicant sought approval of its WC Application for placement of it Monopole Tower, with appurtenant equipment and facilities on the Property, and such WC Application was thereafter reviewed by the Community Development Department, which then provided its written recommendation of denial to the City Commission on the basis of noncompliance with the development standards set forth in 1111.5 of the LDR, namely the decorative masonry wall, ten-foot landscape buffer, and one mile distance separation requirements;

WHEREAS, the City Commission, after consideration of the WC Application, the community development department's recommendation, the recommendation of the Planning and Zoning Board, and the oral or written comments received before or at the public hearing on September 23, 2025, denied the WC Application, finding that the proposed wireless communication tower as described in Application No. 01-WC-24 did not strictly comply with the development standards of review set forth in Sections 1111.5 and 1111.6 of the LDRs;

WHEREAS, subsection 1111.7 of the LDRs only applies in instances where an application for the placement of a telecommunication tower, telecommunication facility, or antenna does not meet the criteria for approval as provided in subsections 1111.5 and 1111.6, and further provide that should an applicant files for an exception under this subsection, it must comply with the procedures and requirements of conditional uses as provided in Chapter 5, Section 503, Conditional of the LDRs.

WHEREAS, the Section 503.3 of the LDRs provides that all proposed conditional uses shall meet *each* of the following standards:

(a) The proposed use shall be consistent with the comprehensive plan;

(b) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

(c) The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;

(d) Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the city's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of theses LDRs;

(e) Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;

(f) The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district;

(g) The design of the proposed use shall minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria;

(h) The city commission finds that the granting of the application will be in the best interest of the city.

WHEREAS, in addition the standards described in Section 503.3, under Section 1111.7 the City may also consider these additional factors in determining whether to grant an Applicant's request for an exception:

a. Availability of suitable existing telecommunications towers, other structures, or state of the art technologies not requiring the use of towers or structures;

b. Height of the proposed telecommunications tower or facility;

c. The setback and separation distances between the proposed telecommunications tower or facility and the nearest residential units or residentially zoned properties;

d. Proximity of the telecommunications tower or facility to residential structures and residential district boundaries;

e. Nature of uses on adjacent and nearby properties;

f. Surrounding topography;

g. Surrounding tree coverage and foliage;

h. Design of the telecommunications tower or facility, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;

i. Proposed ingress and egress; and

j. Any other factors the city determines to be relevant;

WHEREAS, in considering a conditional use request, the city commission shall review the (a) proposed conditional use, (b) the above-referred standards of review, (c) the report of the administration and recommendation(s) of the Planning and Zoning Board, (d) and any oral and written comments received before or at the public hearing;

WHEREAS, based upon the record developed at the public hearings, the city commission may by resolution either adopt the proposed conditional use, with or without conditions, or deny the proposed conditional use, or refer the matter to the Planning and Zoning Board or [City] Administration for further consideration;

WHEREAS, the report and recommendation of City Staff is the Interoffice Memorandum, along with additional background materials are attached hereto as Composite **Exhibit B;**

WHEREAS, at its September 2, 2025, Regular Meeting, the Planning and Zoning Board, recommended approval of the requested conditional use with exceptions, in a vote of 3-2, subject to and conditioned upon the following:

1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages;

2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025, encompassing 77 pages (the "Justification Statement");

3) All equipment housed on the equipment platform shall not exceed six feet in height as measured from the base of the platform;

4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law;

5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt;

Compliance with the requirement that the site must be posted with permanent "HIGH VOLTAGE – DANGER" and "NO TRESPASSING" warning signs.

WHEREAS, Should the City Commission determine to approve Applicant's request for exceptions in the Application No. 01-CU-24 pursuant to Sec. 1111.7 and Sec. 503 of the LDRs, City Staff recommends that such approval be subject to the following conditions:

1) Conformance with the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages;

2) Conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025, encompassing 77 pages (the "Justification Statement");

3) All equipment housed on the equipment platform shall not exceed six feet in height as measured from the base of the platform;

4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an

antenna telecommunications facility, or telecommunications tower unless required by applicable law;

5) All required licenses be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt; and

6) Compliance with the requirement that the site must be posted with permanent "HIGH VOLTAGE – DANGER" and "NO TRESPASSING" warning signs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. REVIEW AND FINDINGS: The City Commission having considered and reviewed proposed conditional use as set forth in Application No. 01-CU-24, the general standards of review set forth in Section 503.3 and Section 1111.7 of the LDRs; the written report and recommendation of City staff as set forth in the Interoffice Memorandum and additional background materials, attached and incorporated into this Resolution as **Exhibit B**, the recommendation of the Planning and Zoning Board, and any oral or written comments received before or at the public hearing, and based upon the record developed at the public hearings, hereby ___approves, or ____approves with conditions as set forth in Staff's above-referenced recommendation described in this Resolution, or ____denies, or _____ refers Application No. 01-CU-24 back to the _____Planning and Zoning Board, or to the ____ City Administration for further consideration.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

SECTION 4. ORDER: In accordance with Section 304.4.7 of the Lauderdale Lakes Land Development Regulations, the City Commission hereby instructs the City Attorney to prepare the final order of the City Commission based upon the determination set forth in this Resolution. The final order shall not be recorded in the Broward County Public Records.

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SECTION 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Tanja McCoy, AICP, CGC, CFM Development Services Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

David J. Moscoso
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Becker & Poliakoff
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Coral Gables, FL 33134

Becker

Revised 7/15/2025

February 14, 2025

VIA FEDERAL EXPRESS

Tanja McCoy
Development Services Director
Development Services Division
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

Re: SBA Towers X, LLC. Land Development Application Resubmittal for a Wireless Telecommunications Facility at 3001 North State Road No. 7.

Dear Director McCoy:

On behalf of my client, SBA Towers X, LLC. Enclosed please find a copy of our land development application, which was originally submitted to the City on October 09, 2024. Also enclosed are copies of our amended drawings, as well as two narratives for the exceptions we are seeking, pursuant to the requests of City staff at our Development Review Committee. Below is a list of the amendments and changes we have made, page references for each revision made:

- Amount of pervious area removed, and impervious area added; found on page ~~C-4~~ C-5.
- Fence and gate details; found on page ~~C-7~~ C-4.
- Note on the plans reflecting no more than 1,000 square feet of the total building area shall be permitted on the platform unless written permission is obtained from the City; found on page C-2.
- Elevation labels showing the height of the platform in contrast with the existing grade; found on page C-3.
- Indication on parking availability; found on page C-1.
- Zoning table included on the site plan; found on page C-1.
- Setback requirement compliance per Section 1111.5 of the City's code; found on page C-1.

- Height of the tower, including the area from the bottom of the base of the retention pond; found on page C-3.

- Survey with reflected easements; enclosed herein.

- Two narratives seeking exceptions, each including certification of compliance with Lauderdale Lakes Development Code Section 503.3; enclosed herein.

Very truly yours,

David J. Moscoso

Enclosures (as indicated)

DJM/mb

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Revised 12/3/24

February 13, 2025

By Hand Delivery and E-mail: tanjam@lauderdalelakes.org

Tanja McCoy
Development Services Director
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

Re: Application for an exception in connection with a Land Development Application Form Submitted on by SBA Towers X, LLC. (the "Applicant") on October 09, 2024 requesting approval to construct new wireless telecommunications facility at 3001 North State Road No. 7 (the "Site").

Dear Ms. McCoy:

My Firm represents SBA Towers, LLC. (the "Applicant"). ***Enclosed*** herein please find a completed amended application and associated supporting documents for an application for exception pursuant to Lauderdale Lakes Land Development Code Section 1111.7, titled "Exceptions", and Lauderdale Lakes Land Development Code Section 503, titled "Conditional Uses". As discussed during the Development Review Committee meeting the Applicant wishes to obtain exception approval to satisfy the City of Lauderdale Lake's requirement that equipment facilities be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall, designed in a "Mediterranean Revival" architectural style. Further and because the Applicant's Land Development Application seeks to establish a telecommunication tower within an existing water retention pond on the Site, this exception also seeks a conditional use approving a total relaxation and exemption from meeting the landscaping standards as set forth in Lauderdale Lakes Development Code Section 1111.5.

Pursuant to Lauderdale Lakes Land Development Code Section 1111.5, because the location of the proposed tower is in the detention pond on an elevated platform, an exception pursuant to the City's Conditional Use standards as provided in Section 1111.5 of the Lauderdale Lakes Land Development is requested. Section 1111.5, Aesthetics, states the following: "The equipment facilities shall be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall, designed in a "Mediterranean Revival" architectural style. This decorative wall shall be designed at the minimum height necessary to completely screen the equipment facilities so as not to be visible from abutting public streets". The request for this exception is based on the

construction of a concrete block or masonry constructed wall of any type within the detention basin would not be sustainable and would require constant maintenance and repair of various aspects due to the effects on constant water inundation/flooding on the wall structure. The wall would also have a negative impact in its restriction of the flow of water in the basin therefore diminishing its ability to serve its primary function of stormwater run-off management for the Wal- Mart development. To avoid disrupting the flow of water in the basin, the related ground equipment for the facility will be placed on an elevated platform. The steel platform will be elevated to a height above the high water line of the basin. Further, our request for an exception to the use of a wall to provide screening is adjoined with a request to be exempted from the landscaping standards required in Section 1111.5 of the LDR for the same reason. However, our Land Development Application does include enhanced landscaping features, as demonstrated on the plan shown on Exhibit E2 and Exhibits E4 and E5 of the photo simulations included in the application package.

Lastly, the wall provision states that the design of the wall shall be such that the equipment facilities are not visible from abutting public streets. Our location on the property is such that visibility from public streets does not currently exist. Our project does not propose changes that would allow the ground facilities to become visible from any public street, as well. Our proposal of landscaping will provide screening in a manner that achieves the same objective and is in keeping with the spirit and intent of the original ordinance provision. The ground equipment proposed for the platform will not be visible from any public streets as the ordinance requires. Direct visibility of the facility is only available if required to venture to the rear of the Wal-Mart building

Request Statement

Pursuant to the comments provided by Mr. Stephen Smith, Planner, Development Services, of the City of Lauderdale Lakes during our Development Review Committee hearing, our request includes an exhaustive review, justification, and narrative explanation of our satisfaction of Section 503 of the City of Lauderdale Lakes Land Development Code. Below please find responses to the provisions that regulate the general standards of review as found under Section 503, Conditional Uses, 503.3.

Sec. 503. - Conditional uses

503.3.

General standards of review. In addition to the standards set forth in these LDRs for the particular use, all proposed conditional uses shall meet each of the following standards:

(a) The proposed use shall be consistent with the comprehensive plan;

Our proposal for the wireless communications facility (WCF) aligns with the City of Lauderdale Lakes Comprehensive Plan's Future Land Use (FLU) Element goals and objectives. Below is an analysis that shows how the proposal supports the stated goals and policies:

- Alignment with Goal 1: The WCF facilitates effective communication, which, intrinsically supports public health, safety, welfare, and convenience. In emergencies, reliable wireless communication can be a lifesaver, enhancing overall community safety and well-being.
- Additionally, the development of a WCF contributes to a modern community identity where technology plays a crucial role. By ensuring that residents and businesses have access to efficient communication networks, the proposal fosters both community interaction and pride.
- Objective 1.1.1 Compliance: The proposed facility's location is strategically chosen on a retail property, ensuring that it benefits from established infrastructure, including electrical power and telecommunications services. This coordination with existing facilities promotes effective development and reinforces efficiency in land use.
- Adherence to the Land Development Code's regulatory processes ensures that all relevant City development review agencies assess the proposal thoroughly. This collaborative review not only adheres to the Plan's objectives but also guarantees that the development is suitable for the surrounding environment.
- Policy 1.1.2 Adherence: The WCF fits within a commercially zoned area, aligning directly with the city's policy that mandates communication facilities' inclusion in commercial zones. This compliance highlights that the proposed use is not only reasonable but also a beneficial extension of existing commercial activities.
- Locating the facility adjacent to a widely recognized retail establishment, such as Wal-Mart, enhances communications where needed, further validating its position as a reasonable land use.
- Community Benefits: Beyond improved safety and welfare, the implementation of a WCF contributes to enhanced connectivity, which is essential for both residents and local businesses. A robust communication network can lead to increased commerce, better employment opportunities, and an overall boost in community engagement.

In summary, the proposed wireless communications facility is a strategic development that aligns with Lauderdale Lakes' comprehensive goals for land use. It supports public health, safety, and

welfare while ensuring compliance with the city's zoning and planning regulations. The project represents a thoughtful integration of necessary infrastructure within an established commercial zone.

(b)The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

The proposed wireless communications facility (WCF) stands to significantly enhance the communication landscape within the Lauderdale Lakes community, fostering numerous benefits for both residents and emergency services. The proposed WCF contributes to the community as follows:

- Improved Public Connectivity: The installation of the WCF will enhance overall wireless communication capabilities for residents and businesses. This improvement not only supports day-to-day communication but also promotes community engagement.
- Advancements in Emergency Communications: The facility will bolster emergency communications for local, state, and federal emergency management services (EMS). Enhanced E911 capabilities will assist with quicker response times during emergencies, particularly on roadways, highways, and interstates.
- Integration with the FirstNet dedicated public safety network provides public safety agencies with reliable and prioritized communication channels, ensuring that they can respond effectively to emergencies.
- Smart Infrastructure: With advancements in LTE technology made possible by enhanced wireless infrastructure, innovative solutions such as smart ambulances and telemedicine can be realized.
- Automatic Vehicle Location (AVL) and telematics technologies can improve the efficiency of EMS teams, allowing for real-time data sharing and decision-making that leads to improved patient outcomes.
- Community Benefits: As connectivity improves, so do the opportunities for local businesses and service providers to leverage technology to enhance their offerings. This can lead to economic benefits and an improved quality of life for residents.
- Network Safety Standards: The facility's operations will adhere to the Federal Communications Commission (FCC) regulations concerning radio frequency emissions. This compliance ensures that the facility will not pose public health risks, as these regulations have been established to protect community welfare.

- Section 47 USC 332 prevents state and local governments from regulating wireless communication facilities based on environmental effects of emissions, provided they meet FCC standards, thereby ensuring that the facility aligns with established safety protocols.

(c)The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;

The proposed WCF is strategically located on an existing commercial property housing a Wal-Mart retail establishment, which presents several advantages in terms of compatibility of land use, community functionality, and overall zoning alignment. First, there is compatibility with the existing land use. The property is zoned for commercial use, which directly aligns with the objectives of the City of Lauderdale Lakes' zoning regulations. This zoning designation allows for the installation of communication facilities, ensuring that the proposed WCF is compliant with local land use policies.

There is also adjacent commercial development in the area. The surrounding properties are also zoned commercial, which establishes a consistent character in the area. This compatibility ensures that the WCF will not disrupt the existing land use patterns but rather will complement them by enhancing communication capabilities for businesses and consumers alike. There will also be a reduced impact compared to existing use. The operational intensity of a Wal-Mart retail facility far exceeds any potential impact the WCF could have on the area. Given the high levels of foot traffic, vehicle movement, and operational demands associated with a large retail store, the WCF will have minimal additional impact on local conditions.

The proposed use supports the commercial activity of the area. The installation of the WCF will provide improved wireless coverage for commercial enterprises in the area, enabling them to enhance their operations and customer service. This will significantly benefit local businesses, allowing them to offer better connectivity and communication options to their customers. The WCF also assists with meeting area demand. The presence of a Wal-Mart and other adjacent commercial entities generates significant demand for reliable wireless communication. The WCF will help meet the communication needs of both consumers and businesses, ensuring that all entities in the vicinity have access to robust service.

Lastly, the location of the wireless communication facility at this location represents a well-considered decision that aligns with the existing commercial character of the area. The zoning compliance, compatibility with neighboring uses, and the minimal impact relative to the current commercial intensity all support the viability of the WCF in this location. Moreover, the enhancement of wireless communication in this corridor will contribute to the overall functionality and appeal of the commercial area, serving both residents and businesses effectively.

(d)Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire, and emergency services, shall exist at the city's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of these LDRs;

The proposed wireless communication facility (WCF) will benefit the area without placing any undue burdens on the existing infrastructure. In our view the impact on the community is positive in nature. Key points include enhanced wireless communication services through improved communication services to existing residents, businesses, and vehicular traffic within the area. This enhancement will ensure robust and reliable connectivity, supporting the daily operations and convenience of the community. Improved communications will prevent overwhelmed systems, reducing the likelihood of busy signals and dropped calls, especially during periods of high usage in heavily commercial areas.

The WCF should enhance support for emergency and public safety services. The installation of the WCF will significantly benefit police, fire, and other emergency medical services (EMS) providers. Improved communication capabilities will enable these critical services to respond more effectively and efficiently, ensuring public safety. As the area continues to develop and attract new businesses, the demand for communication services will increase. The proposed WCF will meet this growing need, ensuring that the community has adequate and reliable communication services.

There will be minimal impact on existing utilities and roadways as Tower tenants are expected to visit their site infrequently, ranging from once per month to once a quarter, and even as infrequently as every six (6) months. This low traffic generation ensures that the WCF will not

place an undue burden on the roadways or local traffic patterns. The existing power service in the area is deemed adequate, and the WCF is not expected to require an exorbitant amount of power. This ensures that the facility can operate efficiently without placing an undue burden on the local power infrastructure. In addition, there will be constructive interaction with existing services as the proposed WCF does not interfere with or disrupt the existing communication services in the area. Instead, it complements them, providing additional capacity and capabilities that meet the growing demands of the community. The proposed wireless communication facility (WCF) presents several positive benefits to the area, including enhanced wireless communication services, support for emergency and public safety services, and adaptation to growing demands. The WCF does not place any significant burdens on existing utilities or roadways, reflecting a harmonious integration with the existing infrastructure. This strategic placement will ensure that the community is well-equipped to meet its needs, both today and in the future.

(e)Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;

The amount of traffic the WCF produces will have little to no impact on current traffic levels within the area. Tower tenants send maintenance technicians to sites anywhere from once a month, to once a quarter to once every 6 months. Technicians used passenger vans or SUV's when they conduct site visits. The most traffic occurs during the construction process and drops off drastically as construction slows to completion. Ingress and egress to the facility will be via currently developed points of access into the property from the public right-of-way. A new access point is not necessary to serve the proposed use.

(f)The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district;

The development of the proposed WCF is located in the rear of the Wal-Mart property and contained within the site. There is no aspect of the development of this use that would impede the development of any of the surrounding properties no matter what the use would be or how it functioned.

(g)The design of the proposed use shall minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping, and other design criteria.

Our proposal does not utilize the entire parcel of land thus minimizing the amount of land disturbance. It seeks to locate in a portion of the property that the current operation on the property does not use. The proposed use does not attract users or customers, nor does it promote the need for people to visit the location like that of a residential, office, industrial or commercial operation. The service that is provided by the facility will enhance signal coverage and commercial and residential communities will benefit from having an enhanced signal that assists EMS service providers in their provision of services to the communities as well. The proposed use, in our view, has minimal adverse effects. Visually, the 100 foot-tall, monopine tower is designed to minimize the visual aspects of such a structure. All setbacks as prescribed by the Ordinance have been considered and complied with. There is an existing wall along the property line in this area that also adds to the screening of the ground equipment and portions of the tower structure. Given the commercial nature of the area and the existence of the Wal-Mart use and the amount of traffic and customers it generates, the proposed use will not have a negative impact on the surrounding area.

(h)The city commission finds that the granting of the application will be in the best interest of the city.

The following are reasons why the city should consider supporting the granting of the WCF Application:

The proposed WCF is in the best interest of the city. The granting of the application for the proposed wireless communication facility (WCF) is in the best interest of the city because of the potential benefits to the local community, economy, and overall environment.

The WCF will work to enhance the quality of life. The installation of the WCF is poised to significantly improve the quality of life for residents and visitors within the community. Reliable communication services facilitate better connectivity, allowing residents to stay informed, access services, and communicate effectively. For businesses, increased connectivity translates to enhanced operational efficiency and improved customer service.

The WCF supports commercial business operations. The location is surrounded by substantial commercial operations, including retail businesses and service providers. Improved communications will aid not only those living in the area but also shoppers and business operators. The enhanced wireless infrastructure will empower businesses to run more efficiently, engage with their customers effectively, and adapt to changing market demands.

Improved safety and health of the community. Enhanced communication capabilities contribute directly to community safety and welfare. Stronger wireless connectivity allows for quicker responses in emergencies, supporting police, fire, and EMS services. This safety net fosters a more secure environment for families and businesses alike, promoting the general health and welfare of the community.

Positive impacts on the local economy. By improving communications in the commercial sector, the WCF will positively influence the local economy. Businesses benefit from improved operations, and customers enjoy a better shopping experience, leading to increased patronage. The relationship between enhanced communication and local economic functions supports growth and development, ensuring that the area remains competitive and vibrant.
In summary, the granting of the application for the wireless communication facility aligns with the best interests of the city. By facilitating enhanced communication, the facility stands to promote the general health, safety, and welfare of the community, reinforcing the rationale for its approval
If you have any questions or require any additional information, please let us know. Thank you.

Very truly yours,

David Moscoso, Esq.
For the Firm

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET

October 9, 2024

City of Lauderdale Lakes, Florida
Development Services Division
Attn: Mr. Stephen Smith
4300 NW 36th Street
Lauderdale Lakes, Florida 33313

Transmittal Letter

Enclosed are the documents required for the submittal of an application for a 100-foot-tall monopine communication tower and related ground equipment on property currently under the ownership of Wal-Mart Stores, East LP. The property is located along the west line of State Road No. 7, at 3001 North State Road No. 7, Lauderdale Lakes, FL. The parcel ID is 494125430010 in the City of Lauderdale Lakes. Included in this submittal are the documents required for a new communication tower facility in accordance with Section 1111 of the City of Lauderdale Lakes Land Development regulations. Attached are the following documents:

- Application for Other (Conditional Use Permit)
- Application for Other (2 Exceptions)
- Owner/Agent Authorizations
- Inventory of Existing Sites (Exhibit A)
- RF Non-Interference Statement (Exhibit B)
- Applicant Action Plan Statement (Exhibit C)
- RF Study (Exhibit D)
- Photographic Simulations (Exhibit E) **Revised and dated July 9, 2025**
- Affidavit of No Collocation Opportunities (Exhibit F)
- Affidavit Regarding Hierarchy (Exhibit G)
- Structural Capacity Statement (Exhibit H)
- Site Plan/Construction Drawings **revised and dated July 14, 2025**

The applicant for this tower is SBA Towers X, LLC is developing this tower for the initial user, Verizon Wireless. Verizon Wireless is a major telecommunication company serving telecommunication needs nationwide. Verizon Wireless currently provides service in the County and has determined that providing improved service to the community is a priority. SBA Towers X, LLC and Verizon Wireless both understand that constructing towers that can be collocated upon by the optimum number of providers is important to local communities. Should this tower be approved, SBA Towers X, LLC will allow both public and private entities the opportunity to locate their communications equipment on this structure.

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5596
WWW.TEPGROUP.NET

The proposed monopine designed tower, will be designed to withstand wind speeds and forces as required by State and local building regulations as well as those standards defined by the American National Standards Association *(ANSA)* specifications. Regardless, Verizon Wireless carries extensive liability insurance and agrees as part of our leases to assume responsibility for damages or injuries resulting from our operations. As a part of all Verizon Wireless owned towers, FCC licensed users of the structure will file for certifications required by the Federal Communications Commission *(FCC*) that attest to the fact that the proposed communication facility complies with all current FCC regulations for non-ionizing electromagnetic radiation (NIER). Please note that while the Federal government has preserved local zoning authority in the review and approval of communication towers and antennas, it is not without limitation. Federal Code Section 47 USC 332, Mobile Services(C)(7)(B)(iv) places limitations regarding the health and safety aspects of such facilities. The aforementioned section states that "*No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."*

All of SBA Towers X, LLC and Verizon Wireless constructed towers are designed by the manufacturer to be protected from strikes by lighting. Two important factors combine to protect our facility from lightning. First, the tower will be grounded using rods and cables that will be buried within the fenced compound. Second, the tower itself will provide a "cone of protection," a 45-degree circular arc from the top of the tower to the ground, which will protect all structures within that area from lightning strikes. Should the tower receive a lightning strike, the electrical surge would be directed into the ground and dissipated immediately.

Like all electrical devices, cellular telephone antennas produce electromagnetic fields (EMF's). EMF's are invisible lines of force that surround all electrical current. These fields are routinely found throughout nature and are even produced by chemical interactions within the human body. We are constantly being exposed to a variety of such fields from natural and manmade sources. Telecommunications facilities are designed to function using very low powered transmission facilities. Our radio frequency (RF) contribution to the environment is insignificant compared to the higher-powered AM and FM radio and television stations. It is very important to note that the transmission power levels of wireless communication antennas are typically in the 10 to 100 watts range, while a television tower emits up to 5 million watts and a commercial radio station tower operates at up to 100,000 watts of power. Many local government police and fire department communication facilities produce up to 500 watts of power.

The effect of wireless (cellular/digital/pcs) radio frequencies on AM and FM signals, and TV transmissions is considered negligible by the industry's regulatory agencies. There are too many frequencies separating the various wireless service providers to cause any adverse effects.

The Telecommunications Act of 1996 recognizes the importance of ensuring the integrity of wireless communication networks that provide nationwide communication services. Nevertheless, our client understands the concerns regarding health and safety and recognizes their

TOWER ENGINEERING PROFESSIONALS

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responsibility to address those concerns. Consequently, this antenna facility site will comply with FCC regulations governing the safety of RF emissions.

The nature and number of benefits associated with wireless communications are great and growing daily, as more and more citizens become users. There are over 16 million cellular phone users in the United States today. The vast majority of the people responding to industry surveys cite increased safety and security as their primary reason for having a cellular telephone. Such surveys have shown that many people use their phone to report car trouble, medical emergencies, crimes in progress or the presence of drunken drivers on our public roads. It has been reported that 550,000 calls a month were made nationally to the 911 emergency systems from cellular phones. As people expand their non-working activities into the later evening hours, cellular phones will play an important role in providing personal safety and security.

The availability and use of cellular telephones are a major personal convenience, and significantly enhances one's quality of life. As the national and worldwide antenna systems are installed and the user base increases exponentially, unit costs associated with their use will decrease. This will result in even greater numbers of user and higher monthly usage, improving the quality of life for many people. It is reported by service providers that call volume from cellular telephones has grown to equal and at times exceeds those of landline phones across the country between the hours of 4:00 p.m. and 5:00 p.m., Monday through Friday.

During recent hurricanes and other natural disasters, cellular communications have been found to be the only means of communication generally available for extended periods of time. As a result, many cities and counties have defined the cellular telephone industry as an "essential use" in their Zoning Codes. Cellular communication provides an extremely important community service to emergency groups, such as police, fire, ambulance, and hospitals. The quick response by a cellular user to an accident or other mishap has saved lives. Increased competition in the cellular industry will result in better service, lower costs to the public and the continued growth in the number of cellular telephone users across the nation.

Should you need any additional information or clarification regarding this request, please feel free to contact me on 336-210-9684.

Sincerely,

Harold Timmons

Harold K. Timmons
Site Acquisition Specialist
Tower Engineering Professionals
hktimmons@tepgroup.net

Please note that I have no authority to bind our client and the result of our negotiations are subject to approval by our client's management. This transmittal, however, is not a representation that I will present this, or any other proposal which results from our negotiations, to our client's management for final approval.

Lauderdale Lakes
LIFE IN FULL COLOR

LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 10/09/2024

- ☐ Rezoning
- ☐ Land Use Plan Amendment
- ☐ Text Amendment to Modify Zoning Code
- ☐ Right-of-Way Vacation
- ☐ Platting or Replatting of a Subdivision, or a Portion Thereof
- ☐ Site Plan Approval
- ☐ Appeal of Administrative Interpretation
- ☐ Variance
- X **Other** **Request to construct new wireless telecommunications facility**

PLEASE PRINT OR TYPE

Name of Owner:	WAL-MART STORES EAST LP
Mailing Address:	**702 SW 8TH STREET**
Business Telephone:	**479-273-4000** Home: Fax:
Name of Applicant (if different from owner):	**SBA TOWERS X, LLC**
I am the (check one):	☐ Attorney Representing Owner ☐ Contractor and/or Architect ☐ Prospective Purchaser ☐ Representative/Agent **X Tenant/Applicant**
Mailing Address:	**8051 CONGRESS AVENUE, BOCA RATON, FL 33487**
Business Telephone:	**561-226-9332** Home: Fax:
Name of Representative (if different from owner and Applicant):	David J. Moscoso, Attorney at Law DMoscoso@beckerlawyers.com
I am the (check one):	**X Attorney Representing Owner/Applicant** ☐ Contractor and/or Architect ☐ Other (please specify)
Mailing Address:	2525 Ponce de Leon Blvd, Suite 825, Coral Gables, FL 33134
Business Telephone:	305-260-1003 Home: Fax:305-442-2232

Location of Subject Property: **3001 NORTH STATE ROAD, NO. 7, LAUDERDALE LAKES, FL 33313**

Property Size: **20.3 acres (886,683sqft.)**

Present Zoning: **COMMUNITY SHOPPING (B3)**

Present Land Use Designation: **COMMERCIAL**

Folio Number: **4941 25 43 0010**

Full Legal Description (attach additional sheets, if necessary): **SECTION 25, TOWNSHIP 49 SOUTH RANGE 41 EAST, BROWARD COUNTY FLORIDA.SEE FULL LEGAL DESCRIPTION ATTACHED.**

Brief Description of Request

SBA TOWERS X, is requesting approval to construct a 100 foot-tall, stealth, monopine communications tower structure, along with associated ground equipment within a leased area located on the Wal-Mart Store property at 3001 North State Road No. 7, Lauderdale Lakes, Florida 33313. This application is being submitted in conjunction with a separate application for two (2) exceptions. The application for exceptions seeks one exception to the requirement that telecommunications towers be separated from any other telecommunications towers by no less than one mile; and another exception to the requirement for equipment facilities to be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall.

APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.

PROPERTY OWNER'S SIGNATURE

PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this _____
day of _____, 20_____.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

Lauderdale Lakes
LIFE IN FULL COLOR

LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 10/09/2024

- ☐ Rezoning
- ☐ Land Use Plan Amendment
- ☐ Text Amendment to Modify Zoning Code
- ☐ Right-of-Way Vacation
- ☐ Platting or Replatting of a Subdivision, or a Portion Thereof
- ☐ Site Plan Approval
- ☐ Appeal of Administrative Interpretation
- ☐ Variance
- X **Other** Request for Relief/Exception to Aesthetics and Separation Requirements - Section 1111.5 of Lauderdale Lakes Land Development Regulations

PLEASE PRINT OR TYPE

Name of Owner:	WAL-MART STORES EAST LP
Mailing Address:	**702 SW 8TH STREET**
Business Telephone: **479-273-4000**	Home: Fax:
Name of Applicant (if different from owner):	SBA TOWERS X, LLC
I am the (check one):	☐ Attorney Representing Owner ☐ Prospective Purchaser ☐ Contractor and/or Architect ☐ Representative/Agent X **Tenant/Applicant**
Mailing Address:	**8051 CONGRESS AVENUE, BOCA RATON, FL 33487**
Business Telephone: **561-226-9332**	Home: Fax:
Name of Representative (if different from owner and Applicant):	David J. Moscoso, Attorney at Law DMoscoso@beckerlawyers.com
I am the (check one):	X **Attorney Representing Owner/Applicant** ☐ Contractor and/or Architect ☐ Other (please specify)
Mailing Address:	2525 Ponce de Leon Blvd, Suite 825, Coral Gables, FL 33134
Business Telephone: 305-260-1003	Home: Fax:305-442-2232

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Folio Number: **4941 25 43 0010**

Full Legal Description (attach additional sheets, if necessary): **SECTION 25, TOWNSHIP 49 SOUTH RANGE 41 EAST, BROWARD COUNTY FLORIDA.SEE FULL LEGAL DESCRIPTION ATTACHED.**

Brief Description of Request

Exception 1: Telecommunications Tower Distance Requirement Justification:

See Separate description of request provided under separate cover by Attorney David J. Moscoso.

Exception 2: Concrete Wall Exception Justification:

See Separate description of request provided under separate cover by Attorney David J. Moscoso.

APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.

PROPERTY OWNER'S SIGNATURE

PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this _____
day of _____, 20_____.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

Lauderdale Lakes
LIFE IN FULL COLOR

DEVELOPMENT APPLICATION OWNER CERTIFICATION
(Please complete all that apply)

For use when petitioner is NOT the Owner of the Subject Property:
This is to certify that I am the owner of subject lands described in the above petition. I have authorized **SBA Towers X, LLC** to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Brandon Wheeler

Print name of Petitioner

Signature of Petitioner

STATE OF ARKANSAS COUNTY OF Benton

The foregoing instrument was Sworn to and Subscribed before me this 21 of August, 2024, by Brandon Wheeler, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public Joseph A Pritchard Signature of Notary Public

My Commission Expires: 7/1/33

JOSEPH A PRITCHARD
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
COMM. EXP. 07/01/33
COMMISSION NO. 12724265

Lauderdale Lakes
LIFE IN FULL COLOR

DEVELOPMENT APPLICATION OWNER CERTIFICATION
(Please complete all that apply)

Tenant or Owner Affidavit
I, Lawrence Harris being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or anyone appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Lawrence Harris
Print Name

Signature

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was Sworn to and Subscribed before me this 22 of May, 2024 by
who is personally known to me or who has produced D as identification.

CAROLINA GONZALEZ
Notary Public-State of Florida
Commission # HH 429233
My Commission Expires
August 13, 2027

Carolina Gonzalez
Printed Name of Notary Public

Signature of Notary Public

My Commission Expires: 8/13/2027

Lauderdale Lakes
LIFE IN FULL COLOR

DEVELOPMENT APPLICATION OWNER CERTIFICATION
(Please complete all that apply)

Corporation Affidavit

I/We, Lawrence Harris being first duly sworn, depose and say that I/we am the SBA Towers X, LLC Senior-Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Lawrence Harris _____

(Printed name) **(Signature)**

Attorney Affidavit_ David Moscoso.pdf

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Pages:	1
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E-Signature Summary

E-Signature 1: David Moscoso (DM)
August 02, 2024 17:13:04 -5:00 [69943F83957A] [73.73.88.5]
DMoscoso@beckerlawyers.com (Principal) (Personally Known)

E-Signature Notary: Nora E. Portuondo (NEP)
August 02, 2024 17:13:04 -5:00 [56905BECCDC9] [104.190.57.25]
NPortuondo@beckerlawyers.com
I, Nora E. Portuondo, did witness the participants named above electronically sign this document.

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All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.

Attorney Affidavit

I, David Moscoso, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

David Moscoso
Print name of Petitioner

David Moscoso
Signed on 2024/08/02 17:13:04 -5:00
Signature of Petitioner

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was Sworn to and Subscribed before me this 2nd of August, 2024, by David Moscoso, who is personally known to me or who has produced _____ as identification.

Nora E. Portuondo
Printed Name of Notary Public

Signed on 2024/08/02 17:13:04 -5:00
Signature of Notary Public

My Commission Expires: 2/25/2025

DocVerify
Nora E Portuondo
Commission # HH 97903
Notary Public - State of Florida
My Commission Expires Feb 25, 2025
Notary Stamp 2024/08/02 14:13:04 PST 56905BECCDC9

Notarial act performed by audio-visual communication

969B9A40-0521-4AE1-A729-3BDCF2294386 --- 2024/08/02 16:47:45 -5:00 --- Remote Notary

DocVerify ID: 969B9A40-0521-4AE1-A729-3BDCF2294386
www.docverify.com
Page 1 of 1 | 13BDCF2294386

Attorney Affidavit

I, Kathleen O. Berkey, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Kathleen O. Berkey
Print name of Petitioner
Counsel for SBA Towers X, LLC

Signature of Petitioner

STATE OF Florida COUNTY OF Lee

The foregoing instrument was Sworn to and Subscribed before me this 2nd of August, 2024, by Kathleen O. Berkey who is personally known to me or who has produced _____ as identification.

Janet Dunnigan
Printed Name of Notary Public

Signature of Notary Public

My Commission Expires: 9-01-2025

JANET DUNNIGAN
MY COMMISSION # HH 172100
EXPIRES: September 1, 2025
Bonded Thru Notary Public Underwriters

8051 Congress Avenue
Boca Raton, FL 33487-1307

sbasite.com

Inventory of existing sites

(FL22902-S - WM 3625 Lauderdale Lakes)

- SBA Communications / SBA Towers X, LLC has no pre-existing telecommunications towers and antennas within the city of Lauderdale Lakes.

- Please see below the pre-existing telecommunication towers of others within one mile radius from the proposed site (3001 N STATE Rd 7, Lauderdale Lakes, FL / Parcel ID: 494125430010).

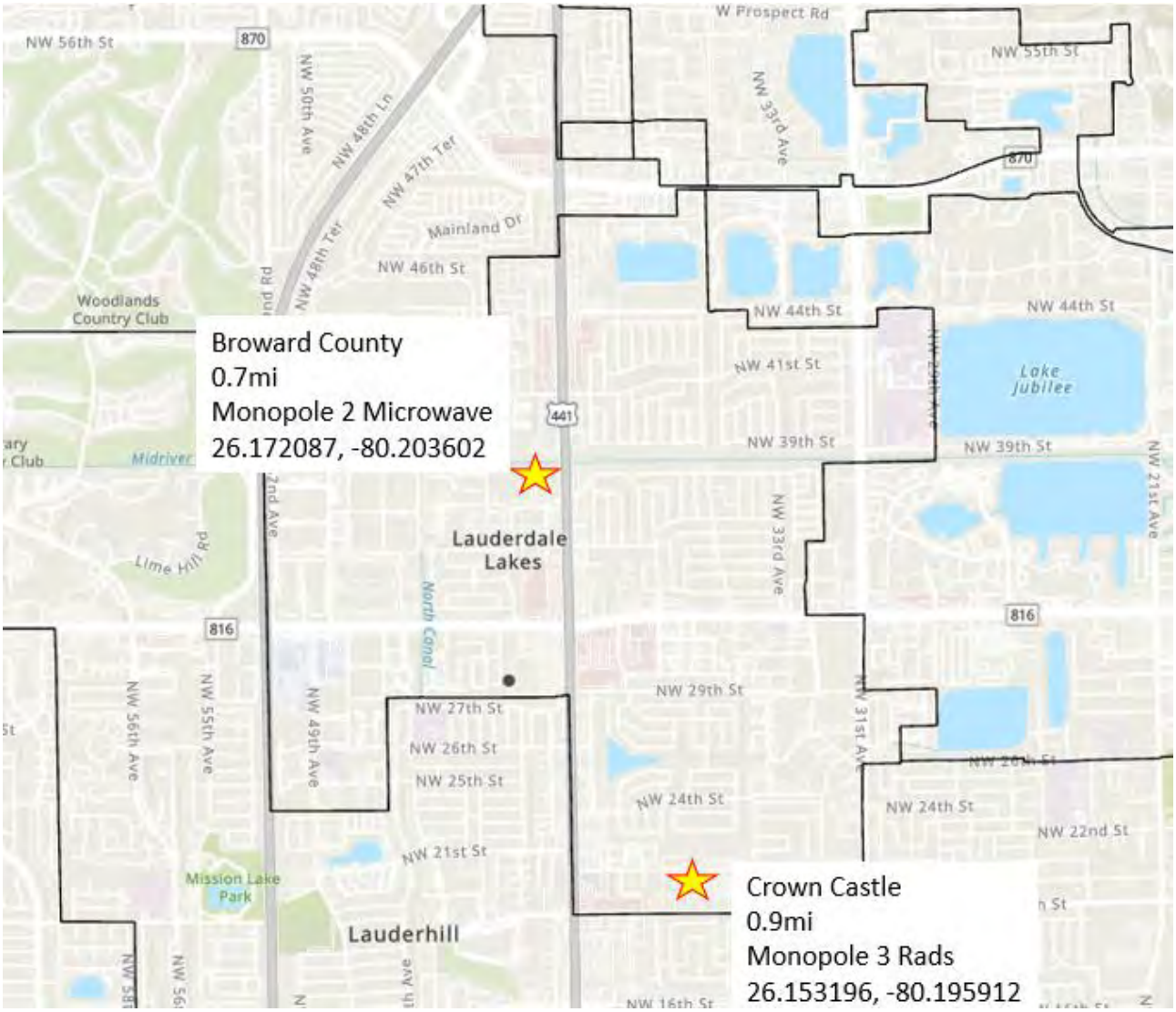


EXHIBIT A

Verizon Wireless
4700 Exchange Court, Suite 100
Boca Raton, FL 33431

To whom it may concern:

Regarding FL27086-L Supercenter:

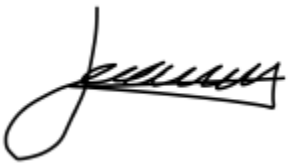
Verizon Wireless owns multiple FCC licenses, which entitles the company to operate within a number of assigned frequency ranges. This in turn, generally eliminates interference issues from CB radios, electronic appliances, pacemakers, fire and police equipment, as well as other carriers.

Verizon Wireless agrees to comply with all FCC rules regarding human exposure to radio frequency energy (OET 65 guidelines).

Careful isolation studies have been performed to determine the ideal vertical and horizontal separation between Verizon Wireless antennas and any other communication service's antennas. The antenna isolation studies increase our ability to eliminate as many chances as possible of our transmitted frequencies from interfering with other's equipment.

In the unlikely event that interference does occur, Verizon Wireless agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon Wireless installation.

Respectfully submitted,



Jorge Castaneda
Engineer-RF System Design
Verizon Wireless

8051 Congress Avenue
Boca Raton, FL 33487-1307

sbasite.com

TO: City of Lauderdale Lakes' Planning Board and City Commission

FROM: SBA Communications

DATE: February 26, 2024

SUBJECT: FL22902-S - W M 3625 Lauderdale Lakes - Remedial Plan to rectify potential obstruction with public safety telecommunications

---

To Whom It May Concern:

As part of our site agreements with service providers, it is required that wireless equipment deployed on our towers fulfill the applicable regulations from FCC and other parties, e.g., FAA. Wireless Operators on their part only deploy equipment on SBA sites that transmits in accordance with regulations set by the FCC regulatory authority, including transmitting within the licensed frequency bands and power limitations. SBA customers, i.e., Wireless operators, ensure that the sites undergo a rigorous regulatory process before they come on air to provide service.

As a pre-requisite to commercial deployments, equipment manufacturers are required to undergo certification of their products towards the requisite FCC regulations and is validated by equipment manufacturers at independent third-party Accredited Test Labs in accordance with FCC regulation prior to tower commercial deployments. FCC regulations cover various aspects including Out-Of-Band Emissions (OOBE) limits as well as power spectral density limits, which protect against interference towards Public Safety bands and equipment in other frequency bands.

The wireless equipment models deployed by Verizon commercially on the proposed site, would be part of a wider scale deployment covering several hundreds or thousands of sites {after having fulfilled FCC certification), which ensures extensive stress tests in a wide variety of real-life conditions over long periods of time.

The above aspects are expected to eliminate interference towards any Public Safety organizations.

In the unlikely event that interference does occur specifically from the proposed site, SBA will engage with the public safety organization and Verizon to facilitate coordination, troubleshooting and rectification/ remediation activities. A step-by-step approach with wireless technical experts would need to be undertaken in such a case, as presented below.

Step 1 - Nature of interference, which includes aspects such as (a) are all devices or specific device models impacted, {b) Is interference experienced in the entire service area or select locations, {b) are specific frequencies impacted.

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Boca Raton, FL 33487-1307

sbasite.com

Step 2 – Perform testing jointly with public safety organization to further troubleshoot the cause of the interference.

Step 3 – Develop and deploy a fix to rectify / mitigate the interference. This could include aspects such as reducing output power for certain frequencies, changing antenna orientation / tilt, etc.

Step 4 – Perform testing to validate the fixes implemented as part of step 3.

As a final remark, please note that all tenants on the SBA site will be licensed by the FCC to operate within specific frequencies precisely allocated to avoid interference issues, and so far, we are unaware of any SBA sites which have been involved in causing interference to public safety users.

Respectfully,

Sanjay Dhawan

Vice-President, Technology & Operations

SBA Communications

RF Facility Justification

16974220 FL27086-L Supercenter

Prepared by Verizon Wireless RF Engineering

Jorge Castaneda

February 1, 2024

verizon

EXHIBIT D

Introduction:

There are two main drivers that prompt the need for a new cell site. One is coverage and the other is capacity.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

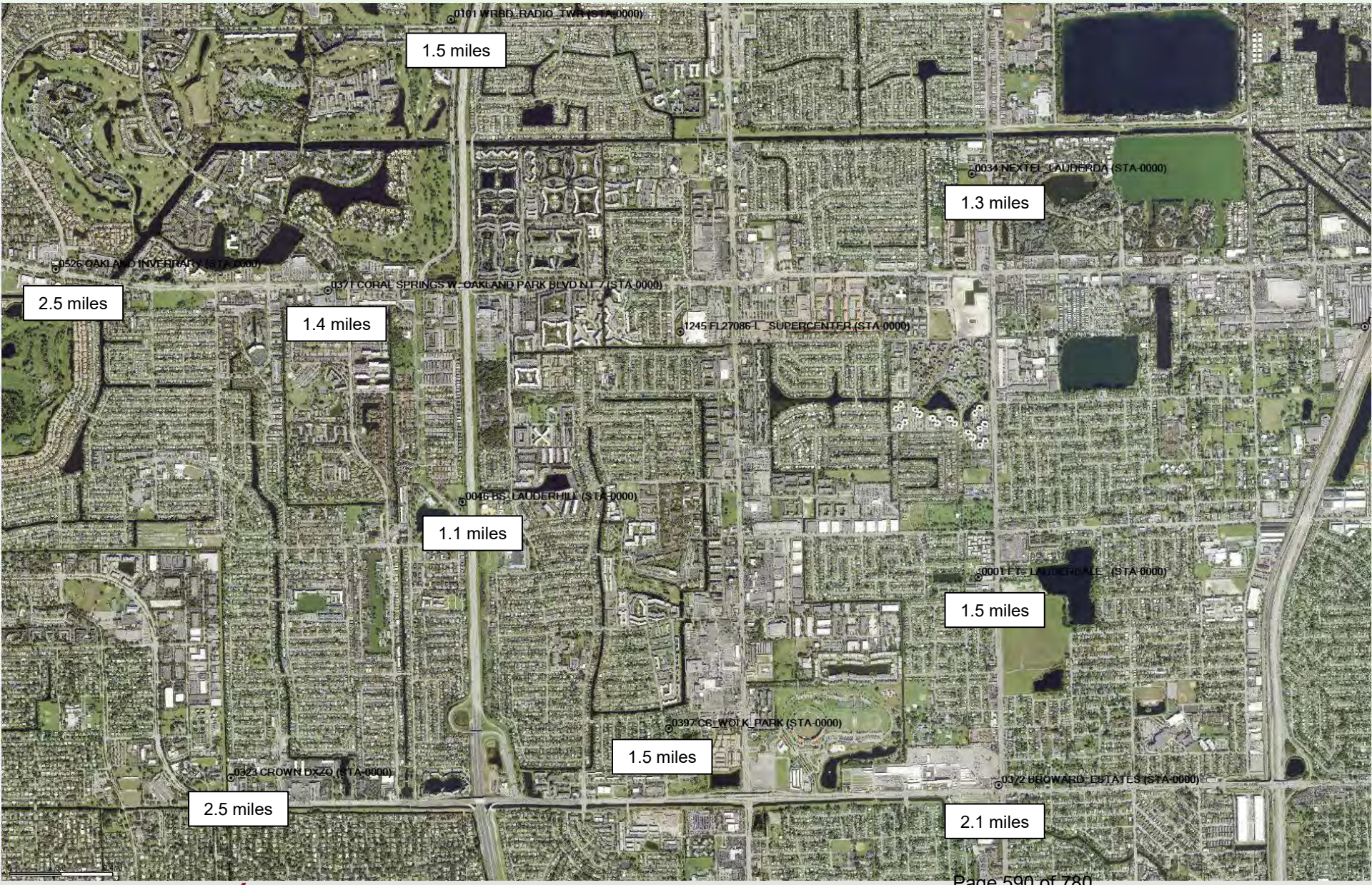
verizon

Capacity is the amount of resources a cell site has to handle customer demand. We utilize sophisticated programs that use current usage trends to forecast future capacity needs. Since it takes an average of (1-3) years to complete a cell site project, we have to start the acquisition process several years in advance to ensure the new cell site is in place before the existing cell site hits capacity limits.

Location, Location, Location. A good capacity cell site needs to be in the center of the user population which ensures even traffic distribution around the cell. A typical cell site is configured in a pie shape, with each slice (aka. sector) holding 33% of the resources. Optimal performance is achieve when traffic is evenly distributed across the 3 sectors.

Height. The requested tower height is the minimum height required to allow Verizon Wireless to meet the stated service objectives and provide seamless service to surrounding Verizon Wireless towers. Any reduction in the tower height will result in significantly diminished coverage improvements and capacity relief to the service area.

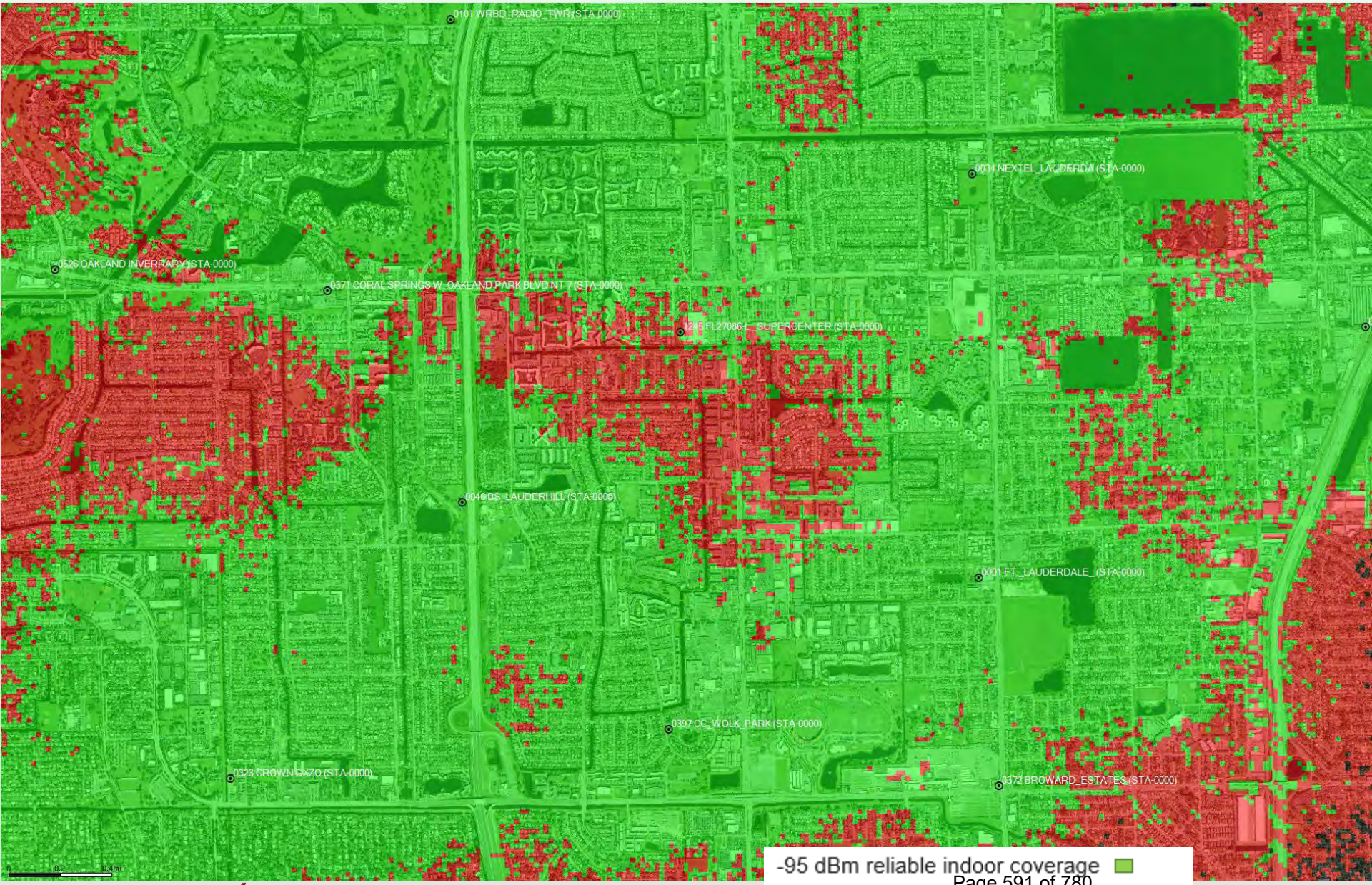
Verizon Wireless Site Map



verizon

EXHIBIT D3

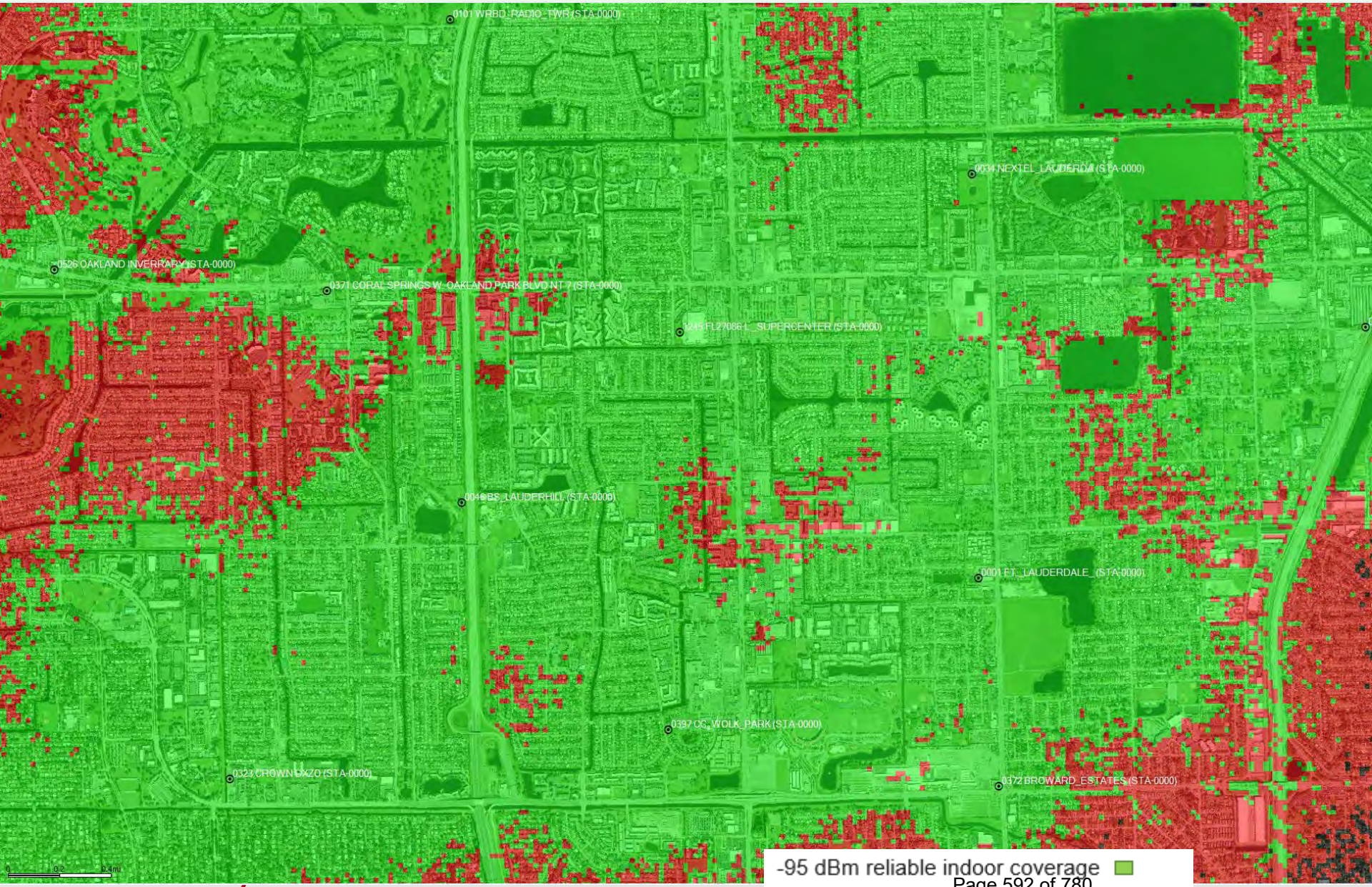
Coverage Area of Existing Network



verizon

EXHIBIT D4

Coverage Area of Propose Network



verizon

EXHIBIT D5

Site ID: FL22902-S

Scope of Work: Proposed 105' Monopine Tower

EXHIBIT E

3001 North State Road No.7

Lauderdale Lakes, FL 33313

(Broward County)

MAG. NORTH 8.5° W

1 OVERALL SITE PLAN

SCALE: N.T.S.

SBA SITE, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL

Kimley»Horn

©2024 KIMLEY-HORN AND ASSOCIATES, INC.

1920 WEKIVA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE REGISTRY NO.
696

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149179
DRAWN BY:	JJB
CHECKED BY:	SM

REVISIONS

NO.	DATE	DESCRIPTION
1	07/09/25	ISSUED FOR REVIEW
2	07/01/25	ISSUED FOR REVIEW

PROJECT No.
241149179

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD NO.7
LAUDERDALE LAKES, FL
33313

DESIGN TYPE:
EXHIBIT E

SHEET TITLE:
SITE PLAN

DRAWING NO.
C-1

REVISION:
C

1 EXISTING ELEVATION VIEW SCALE: N.T.S.

2 PROPOSED MONOPINE ELEVATION VIEW SCALE: N.T.S.

SBA SITE, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL

Kimley»Horn

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1920 WEKIVA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
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696

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A&E PROJECT #:	241149179
DRAWN BY:	JJB
CHECKED BY:	SM

REVISIONS

NO.	DATE	DESCRIPTION
1	07/09/25	ISSUED FOR REVIEW
0	07/01/25	ISSUED FOR REVIEW

PROJECT No.
241149179

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD NO.7
LAUDERDALE LAKES, FL
33313

DESIGN TYPE:
EXHIBIT E

SHEET TITLE:
PHOTO SIMULATION
(FACING NORTHWEST)

DRAWING NO.	REVISION:
PS-1	A

1 EXISTING ELEVATION VIEW SCALE: N.T.S.

2 PROPOSED MONOPINE ELEVATION VIEW SCALE: N.T.S.

SBA SITE, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL

Kimley»Horn

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WEST PALM BEACH, FLORIDA 33411
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FBPE REGISTRY NO.
696

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A&E PROJECT #:	241149179
DRAWN BY:	JJB
CHECKED BY:	SM

REVISIONS

NO.	DATE	DESCRIPTION
1	07/09/25	ISSUED FOR REVIEW
2	07/01/25	ISSUED FOR REVIEW

PROJECT No.
241149179

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD NO.7
LAUDERDALE LAKES, FL
33313

DESIGN TYPE:
EXHIBIT E

SHEET TITLE:
PHOTO SIMULATION
(FACING SOUTHWEST)

DRAWING NO.	REVISION:
PS-2	A

1 EXISTING ELEVATION VIEW SCALE: N.T.S.

2 PROPOSED MONOPINE ELEVATION VIEW SCALE: N.T.S.

SBA SITE, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL

Kimley»Horn

©2024 KIMLEY-HORN AND ASSOCIATES, INC.

1920 WEKIVA WAY
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE REGISTRY NO.
696

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149179
DRAWN BY:	JJB
CHECKED BY:	SM

REVISIONS

NO.	DATE	DESCRIPTION
1	07/09/25	ISSUED FOR REVIEW
2	07/01/25	ISSUED FOR REVIEW

PROJECT No.
241149179

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD NO.7
LAUDERDALE LAKES, FL
33313

DESIGN TYPE:
EXHIBIT E

SHEET TITLE:
PHOTO SIMULATION
(FACING EAST)

DRAWING NO.	REVISION:
PS-3	A

AFFIDAVIT AS TO PRE-EXISTING STRUCTURES

BEFORE ME this day personally appeared **Jorge Castaneda**, as **Radio Frequency Engineer** with **Verizon Wireless**, who after being duly sworn and deposed says that:

1. After conducting a thorough survey of the area around the subject property located at 3001 North State Road No. 7, Lauderdale, Lakes, FL 33313, there are no existing structures within a 0.5-mile radius that can support the proposed antenna equipment necessary to expand wireless service into this area and to add the needed network capacity; and

2. Verizon Wireless has carefully reviewed all potential existing structure options, but none meet the necessary requirements for height, load capacity, or location suitability.

By:_____
Jorge Castaneda, Radio Frequency Engineer
Verizon Wireless

STATE OF Florida

COUNTY OF Broward

Sworn to and subscribed before me by means of ☐ physical presence or ☑ online notarization this 16th day of October **2024**, by **Jorge Castaneda** as **Radio Frequency Engineer** with **Verizon Wireless**, a Florida limited liability corporation.

NOTARY PUBLIC

Personally Known X OR
Produced Identification _____

_____
Type of Identification

DocuSigned by:
Sign Mark Baesch
474A2FE44F36400...
Print Mark Baesch
My Commission expires: April 27th, 2028

MARK BAESCH
Notary Public - State of Florida
Commission # HH 520700
My Comm. Expires Apr 27, 2028
Bonded through National Notary Assn.

Affidavit Regarding Collocation - SBA Communication, Inc. - Lauderdale Lakes / WM 3625 site

To Whom it may concern:

This affidavit is to certify that I, Brent E. Hager am authorized by SBA Communications to work on their behalf, performing Site Acquisition services for the WM 3625 Lauderdale Lakes new cell tower site project.

It is to further certify that I have searched the surrounding area for possibilities to collocate the project's antennas upon, instead of building a new tower site, but have found none that are viable.

Lastly, page 3 shows a verification from Lauderdale Lakes that the city prefers that we find a different parcel, but that if we did not, they would consider a tower site in the Otis Gray Park parcel. **We found another parcel for the site.**

The closest existing tower site is 0.67 miles from the proposed site and is owned by Broward County. Broward County only allows for government agencies to place antennas on their towers for security reasons. See the statement on page 2 from Broward County showing confirmation of the statement above. This is "A" on page 2.

The 2nd closest tower is 0.89 miles from the proposed site and is owned by Crown Castle. It is too far away and also too short to provide the coverage needed for this project. It is only 100' tall, with 3 existing carriers already. This is "B" on page 2.

Any other towers are > one mile from the proposed site and are also considered by RF Engineering to be of no use to collocate upon for this project.

No other suitable structure that is tall enough and close enough to collocate upon was found, as well.
Of the alternative options listed in the Land Development Code, item (h), New stealth tower on privately owned property, is the option that became available. Our search determined that higher ranked alternative options were not available.

Print name of Petitioner Brent E. Hager

Signature of Petitioner Brent E. Hager

Notary
STATE OF NC COUNTY OF Alexander
The foregoing instrument was Sworn to and Subscribed before me this 20th of March 2024 by Brent E. Hager, who is personally known to me or who has produced NCDL as identification.

Printed Name of Notary Public Kristy M. Harrell

Signature of Notary Public Kristy M. Harrell

My Commission Expires: August 1st 2024

KRISTY M. HARRELL NOTARY PUBLIC ALEXANDER COUNTY, NC

Towers within, or close to one mile from the proposed site's coordinates;

Tower owner, coordinates, distance/direction from site and tower description:

A: Owned by Broward County and the County will not allow a collocate on towers used for emergency services. Its coordinates are: 26.172127, -80.203605; The tower is 0.71 mi NNE of site. It is a 135' monopole. **Not viable, as Broward County does not allow carrier collocation.**

B: Owned by Crown Castle and is on Lauderdale Lake property at a park. Its coordinates are: 26.153628, -80.195714. The tower is 0.89 mi SE of site; It is a 100.1' monopole, with 3 carriers in the top spots already. Estimated 60' RAD and below are available. **The tower site is too far away and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

C: Also owned by Crown Castle, at: 26.152732, -80.220011; 1.06 mi SW of site; 125' monopole with 4 carriers in the top spots. Estimated 70' and below available. **The site is also too far and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

***Any other existing towers, or tall structures are even further away than 1.06 miles and are of no use to collocate upon to satisfy Verizon's needs, per the RF Engineering report provided.**

Confirmation below – Leroy Keating: Carrier collocation is not allowed on Broward County's towers.

Brent Hager

From: Keating, Leroy <LKEATING@broward.org> on behalf of Keating, Leroy
Sent: Wednesday, August 17, 2022 11:08 AM
To: Brent Hager
Cc: Derek Waite
Subject: RE: Verizon site name WM 3625 - Verification - Can or cannot collocate on County-owned tower

Good Morning Mr. Hager,

I had to do a little research to find this tower as it was not on our main list of towers. The tower in question is used specifically and only for the water treatment plant. There are no emergency communications or commercial communications placed on this tower. Water Wastewater has noted that the tower was only designed to hold their antennas.
As we discussed earlier Broward County only allows for government agencies to place antenna on the Broward County towers. The County does not allow for any commercial antenna to be placed on the County owned towers. This is due to security concerns from Homeland Security, Federal, State and Local Police.

Sincerely,

Leroy Keating

Leroy Keating
Property Agent
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Phone: (954) 357-6815 Fax: (954) 357-5544
Email: lkeating@broward.org

Map of the closest existing tower sites to the proposed SBA site

Note: No other building (or other structure) to collocate upon that is tall enough and close enough that could satisfy Verizon's needs was found within the search area, or even within 1 mile of the proposed SBA site.

EXHIBIT F2

Affidavit Regarding Heirarchy of site placement - SBA Communication, Inc. - Lauderdale Lakes / WM 3625

To Whom it may concern:

This affidavit is to certify that I, Brent E. Hager am authorized by SBA Communications to work on their behalf, performing Site Acquisition services for the WM 3625 Lauderdale Lakes new cell tower site project.

It is to further certify that I have searched the surrounding area for possibilities to collocate the project's antennas per Lauderdale Lakes hierarchy of site placement and secondary hierarchy regarding preferred zoning districts, instead of building a new tower site, but have found no higher order possibilities in the heirarchy that are viable.

Certified letters were sent to Lauderdale Lake, Lauderhill and Broward County for all viable parcels they have inside the search area.

Print name of Petitioner Brent E. Hager

Signature of Petitioner Brent E. Hager

Notary
STATE OF NC COUNTY OF Alexander
The foregoing instrument was Sworn to and Subscribed before me this 20th of March 2024 by Brent E. Hager, who is personally known to me or who has produced NCDL as identification.

Printed Name of Notary Public Kristy M. Harrell

Signature of Notary Public Kristy M. Harrell

My Commission Expires: August 1st 2024

KRISTY M. HARRELL NOTARY PUBLIC ALEXANDER COUNTY, NC

The hierarchy of site placement states the following:
Chapter 11, Sec. 1111.3. The order of ranking is from highest (a) to lowest (j). Where a lower ranked alternative is proposed, the applicant must demonstrate in its application that higher ranked options are not available in the manner described. The availability of a less expensive lease on a lower ranked site is not sufficient in and of itself to justify using the lower ranked alternative where a higher ranked alterative is otherwise available:
(a) Co-location on existing stealth tower on city-owned property. – **There are none within the search area and all existing towers are too far away and too short to satisfy Verizon's needs, per the RF Engineering report provided.**
(b) Co-location on existing telecommunications tower on city-owned property. - **No towers inside the search area are on city-owned properties, except in Lauderhill. It is too short and too far away, per the RF Engineering report provided.**

(c) Attached telecommunications facility on city-owned property. – **No nearby city-owned structure is tall enough.**
(d) Co-location on existing structures on city-owned property. – **No nearby city-owned structure is tall enough.**
(e) Co-location on existing stealth tower on privately owned property. – **None within the search area.**
(f) Attached telecommunications facility on privately owned property. - **There is only one existing tower site on Lauderdale Lakes city-owned property, see "B" on page 2. It is too far away and too short to satisfy Verizon's needs.**
(g) New stealth tower on city-owned property. – **The only city-owned property that could potentially be allowed was the Otis Gray Park. See Stephen Smith's confirmation on page 6, saying that the city would prefer that SBA use a privately-owned property, but would consider a site on the property as a last resort. Lauderdale Lakes was not interested on any other property, but certified letters were sent for each of their nearby properties, just in case. Proof of certified letters sent are included in this affidavit.**
(h) New stealth tower on privately owned property. - **Only one other privately owned property owner expressed interest, but later declined. It is the MARKETPLACE PLAZA LLC property at 2900-3784 N STATE ROAD. The only area of the property that the owner would allow would not meet setback requirements, anyway.**
(i) New telecommunications tower on city-owned property. - **The only city-owned property that could potentially be allowed was the Otis Gray Park. Stephen Smith's confirmation that the city would prefer that SBA use a privately-owned property, but would consider as a last resort is included on page 5. Lauderdale Lakes was not interested on any other property, but certified letters were sent for each of the viable properties within one mile, just in case. Proof of letters sent are included in this affidavit.**
(j) New telecommunications tower on privately owned property. **Only one other privately owned property owner expressed interest, but later declined. It is the MARKETPLACE PLAZA LLC property at 2900-3784 N STATE ROAD. The only area of the property that the owner would allow would not meet setback requirements, anyway.**

Note also that the water treatment plant in Lauderhill was considered, but Lauderhill declined (underground pipes).

No other suitable structure that is tall enough and close enough to collocate upon was found in Lauderdale Lakes, or Lauderhill. There was no interest among any other viable property owners in either city, as well.
Of the alternative options listed in the Land Development Code, item (h), New stealth tower on privately owned property, is the option that became available. Our search determined that higher ranked alternative options were not available.

Potential sites outside the 0.5 mile radius search ring will not satisfy Verizon's needs, per the RF Engineering report provided.

Towers within, or close to one mile from the proposed SBA site's coordinates;

Tower owner, coordinates, distance/direction from site, description and reason not used:

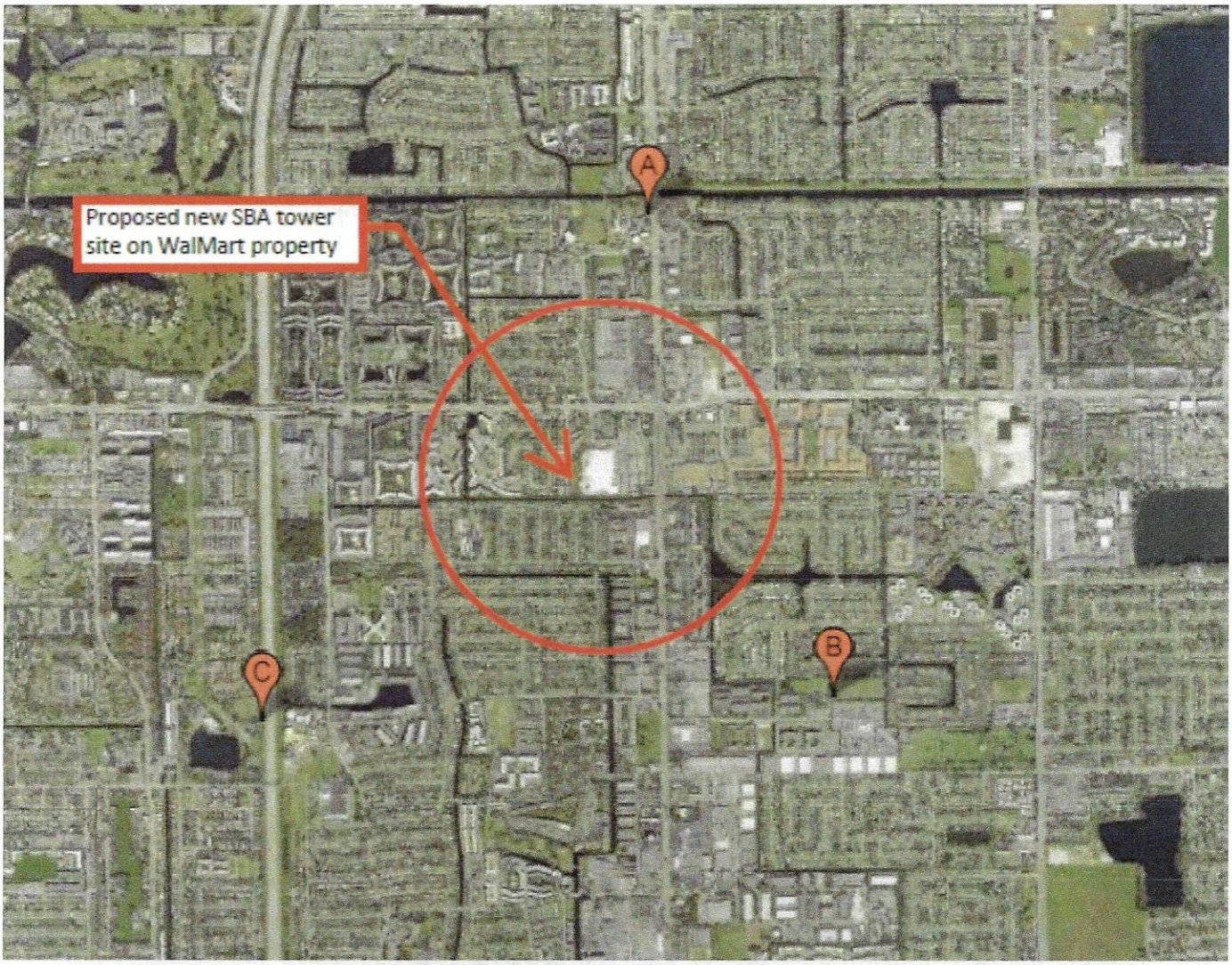
A: Owned by Broward County and the County will not allow a collocate on towers used for emergency services. Its coordinates are: 26.172127, -80.203605; The tower is 0.71 mi NNE of site. It is a 135' monopole. **Not viable, as Broward County does not allow carrier collocation, per the confirmation on page 5. It is too short to satisfy Verizon's needs, anyway, per the RF Engineering report provided.**

B: Owned by Crown Castle and is at a Lauderdale Lake city-owned park at: 3601 NW 21 St. Its coordinates are: 26.153628, -80.195714. The tower is 0.89 mi SE of the proposed SBA site. It is a 100.1' monopole, with 3 carriers in the top spots already. Estimated 60' RAD and below are available for collocation. **The tower site is too far away and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

C: Also owned by Crown Castle, at: 26.152732, -80.220011, in Lauderhill jurisdiction; 1.06 mi SW of the proposed SBA site; 125' monopole with 5 carriers in the top spots. Estimated 70' and below available. **The tower is too far away and too short, per the RF Engineering report provided.**

<u>*Any other existing towers, or tall structures are even further away than 1.06 miles and are of no use to collocate upon to satisfy Verizon's needs.</u>

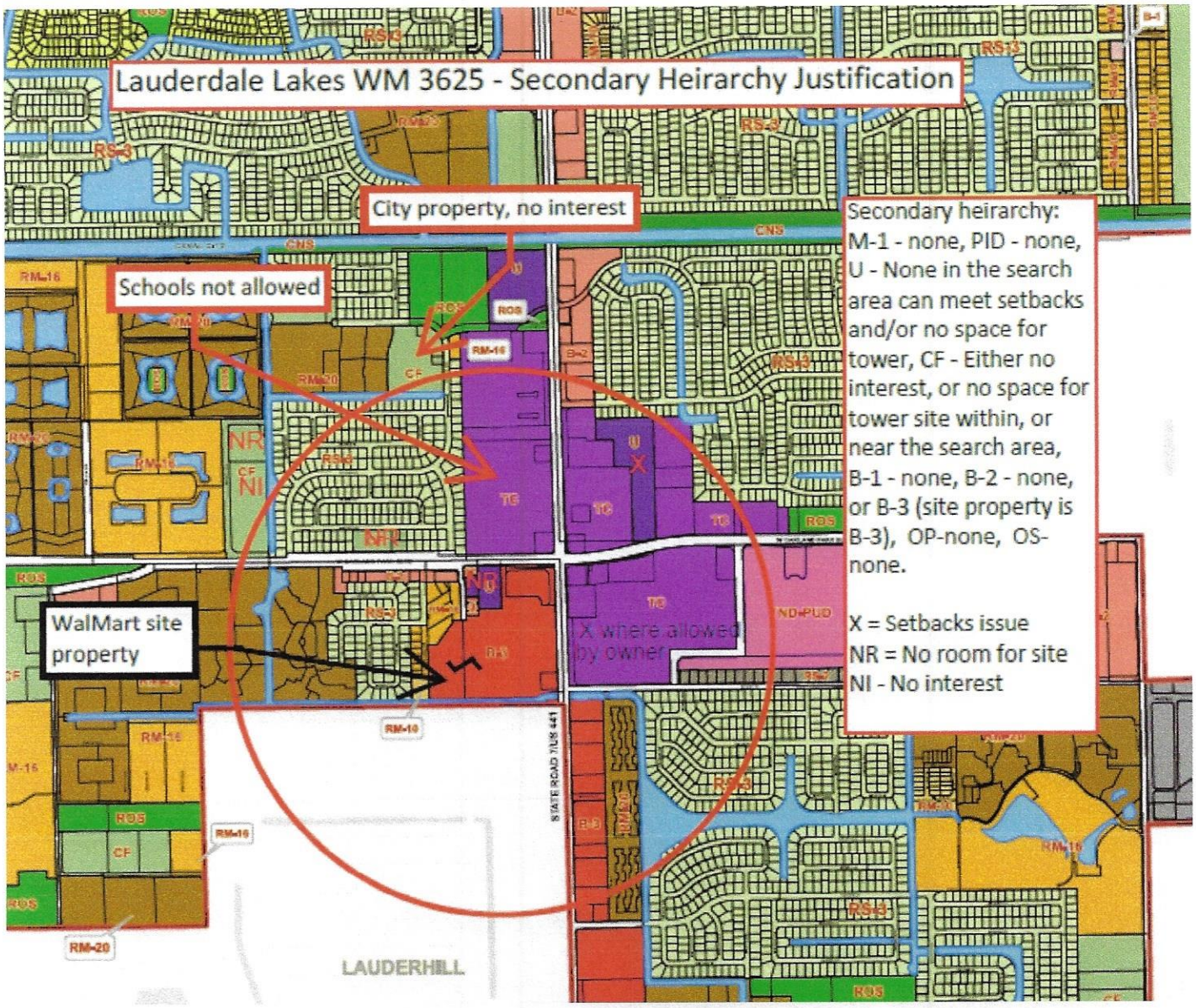
Map – Closest towers, none are viable, per the RF Engineering report provided, as they are outside the search area.



See Secondary Hierarchy Justification Map on page 4

See proof of certified letters were delivered for all viable properties owned by Lauderdale Lakes, Lauderhill and Broward County on the last 3 pages.

Map - Secondary Hierarchy Justification



Potential sites outside the 0.5 mile radius search ring will not satisfy Verizon's coverage needs, per the RF Engineering report provided.

EXHIBIT G3

Confirmation below – Leroy Keating: Carrier collocation is not allowed on Broward County's towers.

Brent Hager

From: Keating, Leroy <LKEATING@broward.org> on behalf of Keating, Leroy
Sent: Wednesday, August 17, 2022 11:08 AM
To: Brent Hager
Cc: Derek Waite
Subject: RE: Verizon site name WM 3625 - Verification - Can or cannot collocate on County-owned tower

Good Morning Mr. Hager,

I had to do a little research to find this tower as it was not on our main list of towers. The tower in question is used specifically and only for the water treatment plant. There are no emergency communications or commercial communications placed on this tower. Water Wastewater has noted that the tower was only designed to hold their antennas.
As we discussed earlier Broward County only allows for government agencies to place antenna on the Broward County towers. The County does not allow for any commercial antenna to be placed on the County owned towers. This is due to security concerns from Homeland Security, Federal, State and Local Police.

Sincerely,

Leroy Keating

Leroy Keating
Property Agent
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Phone: (954) 357-6815 Fax: (954) 357-5544
Email: lkeating@broward.org

Confirmation below: Lauderdale Lakes prefers another privately-owned parcel than at the Otis Gray Park.

Brent Hager

From:	Stephen Smith <stephens@lauderdalelakes.org> on behalf of Stephen Smith
Sent:	Tuesday, November 15, 2022 12:54 PM
To:	Brent Hager
Cc:	Tekisha Jordan
Subject:	RE: Verification-Cell towers are, or are not allowed on another Lauderdale Lakes property-Site # WM 3625

Good Afternoon Mr. Hager,

We are in receipt of your recent letter that was received by our office on 11/08/22. The letter is a follow-up of our previous emails in August regarding the proposal of a new wireless communications cell tower. After internal discussions, the City would prefer that private properties are sought first for new towers.

If you have contacted all private potential properties and have exhausted all other options, the Otis gray park (parcel id: 4941 25 00 0057) has been designated as a potential site for the proposal.

If you are interested in moving forward with the City property or would like to discuss other options, please let me know and we will arrange a virtual meeting with the necessary staff.

Also please provide documentation that shows you reached out to nearby property owners regarding your request.

Let me know if you have any questions regarding the above,

Have a great day!

Stephen Smith
Planner I | Development Services
City of Lauderdale Lakes
4300 NW 36th Street | Lauderdale Lakes, FL 33319
stephens@lauderdalelakes.org
V: 9545352495
F: 954-731-5309

Note: No other structure that is tall enough and close enough to collocate upon was found within one mile of the proposed site that could satisfy Verizon's needs.

Certified letters sent for viable Lauderdale Lakes, Lauderhill and Broward County Properties

U.S. Postal Service™ 2ND CERT. LETTER
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage and Fees
$ 7.85
TAYLORSVILLE NC 28681 OCT 17 2022 USPS
Postmark Here
Sent To
CITY OF LAUDERDALE LAKES, FL/STEPHEN SMITH
Street and Apt. No., or PO Box No.
4300 NW 36TH STREET
City, State, ZIP+4®
LAUDERDALE LAKES, FL 33319
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 9901

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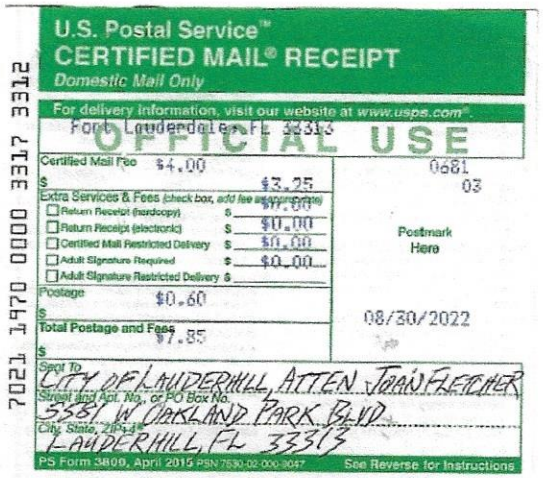
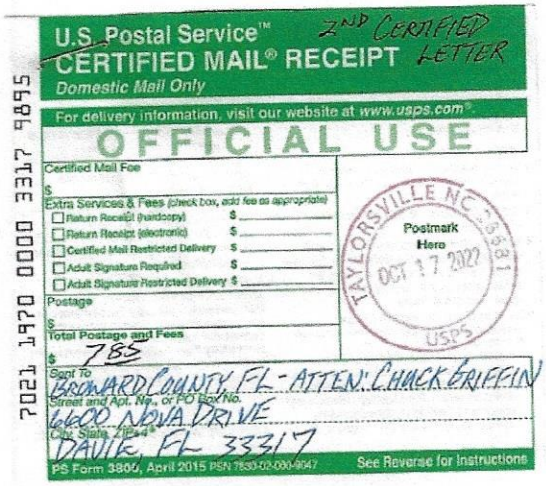
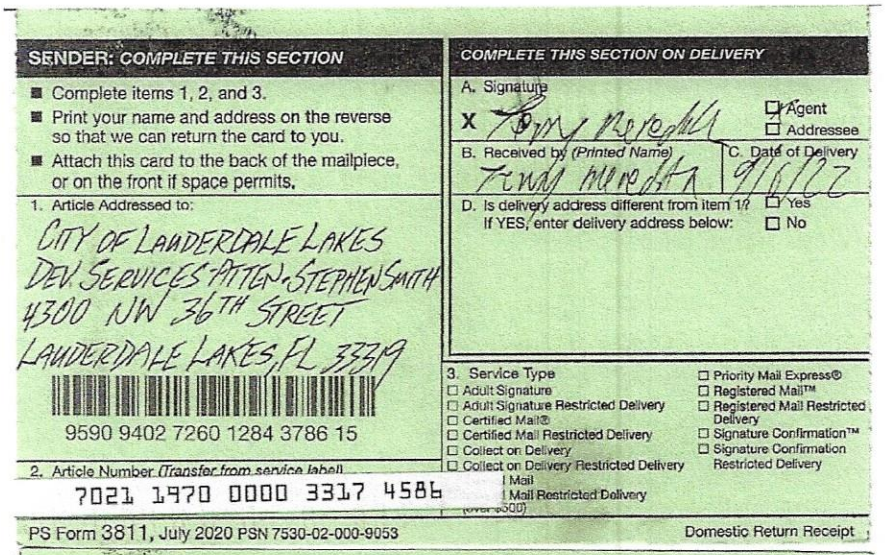
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.60
Total Postage and Fees $7.85
0681 01
Postmark Here
08/31/2022
Sent To CITY OF LAUDERDALE LAKES
ATTEN: STEPHEN SMITH - DEV. SERVICES
Street and Apt. No., or PO Box No.
4300 N.W. 36TH STREET
City, State, ZIP+4®
LAUDERDALE LAKES, FL 33319
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 4586


U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Fort Lauderdale, FL 33313
OFFICIAL USE
Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.60
Total Postage and Fees $7.85
$3.25
0681 03
Postmark Here
08/30/2022
Sent To CITY OF LAUDERHILL, ATTEN JOAN FLETCHER
Street and Apt. No., or PO Box No.
5581 W OAKLAND PARK BLVD.
City, State, ZIP+4®
LAUDERHILL, FL 33313
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 3312

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Fort Lauderdale, FL 33317
OFFICIAL USE
Certified Mail Fee $4.00
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.60
Total Postage and Fees $7.85
$3.25
0681 03
Postmark Here
08/30/2022 (BECON)
Sent To BROWARD COUNTY, FL ATTEN CHUCK GRIFFIN
Street and Apt. No., or PO Box No.
6600 NOVA DRIVE
City, State, ZIP+4®
DAVIE, FL 33317
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 3329


U.S. Postal Service™ 2ND CERTIFIED LETTER
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage and Fees
$ 7.85
TAYLORSVILLE NC 28681 OCT 17 2022 USPS
Postmark Here
Sent To
BROWARD COUNTY, FL - ATTEN: CHUCK GRIFFIN
Street and Apt. No., or PO Box No.
6600 NOVA DRIVE
City, State, ZIP+4®
DAVIE, FL 33317
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
7021 1970 0000 3317 9895

Proof that the letters were received



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF LAUDERDALE LAKES
DEV. SERVICES ATTN: STEPHEN SMITH
4300 NW 36TH STREET
LAUDERDALE LAKES, FL 33319

9590 9402 7260 1284 3786 15

2. Article Number (Transfer from service label)
7021 1970 0000 3317 4586

COMPLETE THIS SECTION ON DELIVERY

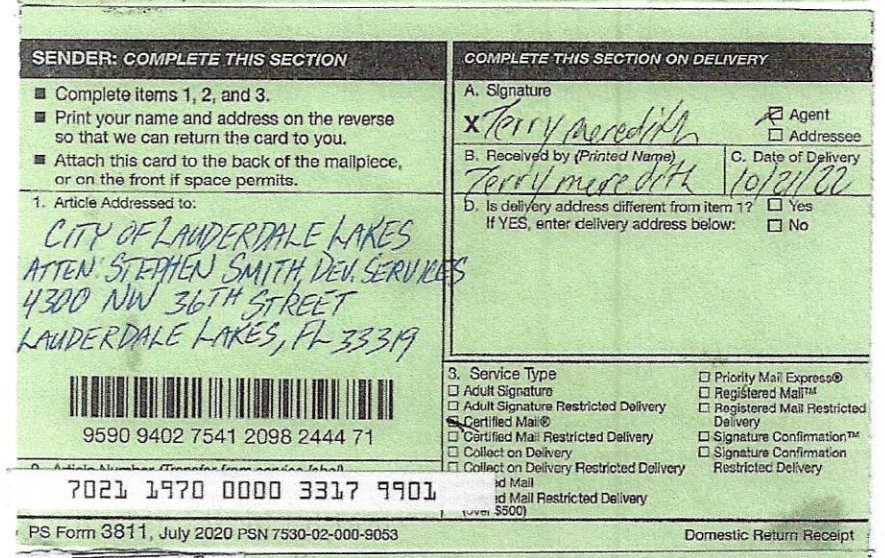
A. Signature
X Terry Meredith ☐ Agent ☐ Addressee

B. Received by (Printed Name) Terry Meredith C. Date of Delivery 9/6/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CITY OF LAUDERDALE LAKES
ATTN: STEPHEN SMITH, DEV. SERVICES
4300 NW 36TH STREET
LAUDERDALE LAKES, FL 33319

9590 9402 7541 2098 2444 71

7021 1970 0000 3317 9901

COMPLETE THIS SECTION ON DELIVERY

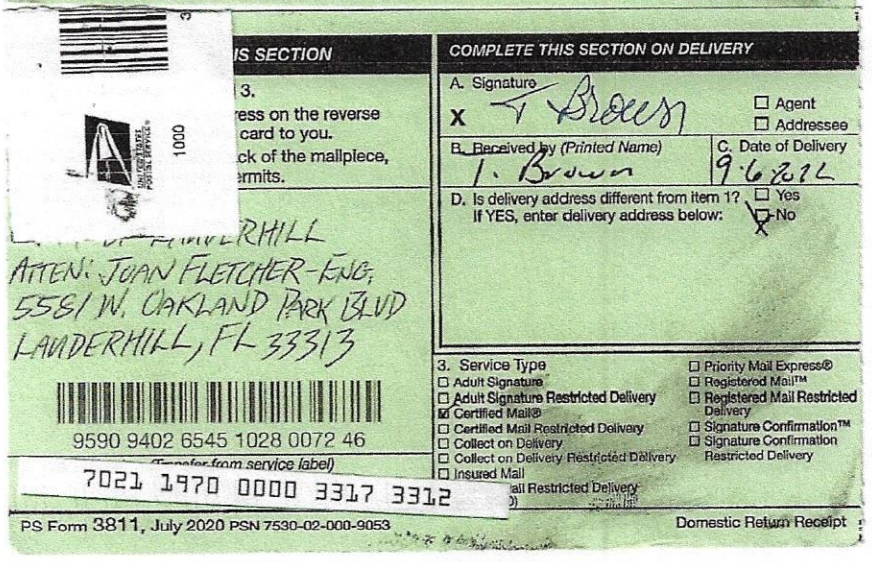
A. Signature
X Terry Meredith ☑ Agent ☐ Addressee

B. Received by (Printed Name) Terry Meredith C. Date of Delivery 10/21/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



COMPLETE THIS SECTION ON DELIVERY

A. Signature
X T Brown ☐ Agent ☐ Addressee

B. Received by (Printed Name) T. Brown C. Date of Delivery 9.6.2022

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ATTN: JOAN FLETCHER-ENG;
5551 W. OAKLAND PARK BLVD
LAUDERHILL, FL 33313

9590 9402 6545 1028 0072 46

7021 1970 0000 3317 3312

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

THIS SECTION

and 3.

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BROWARD COUNTY, FL
ATTEN: CHUCK GRIFFIN - BECON
6600 NOVA DRIVE
DAVIE, FL 33317

9590 9402 6545 1028 0072 53

2. [illegible] 7021 1970 0000 3317 3329

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☑ Addressee

B. Received by (Printed Name) C. Date of Delivery 9/2/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ [illegible]very Restricted Delivery
- [illegible]stricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BROWARD COUNTY, FL
ATTEN: CHUCK GRIFFIN
6600 NOVA DRIVE
DAVIE, FL 33317

9590 9402 7541 2098 2444 64

2. Article [illegible] 7021 1970 0000 3317 9895

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 10/22/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- [illegible]ricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT G8

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

August 29/2022

Broward County, FL
Atten: Chuck Griffin -Broward Education Communications Network (BECON)
WBEC-TV/WKPX-FM
6600 Nova Drive
Davie, FL 33317

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower on Broward County School Property.

Dear Mr. Griffin,

This certified letter is a follow-up of our previous conversations on 8/3/2022 and 8/26/2022, as well as emails I sent on 8/23/22, on 8/25/22. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderdale Lakes and Lauderhill, FL. The ½ mile radius search area center is near the intersection of N State Rd 7 and NW 29th St.
- There is a hierarchy of site placement that prefers city, or county-owned properties over private properties in Lauderhill and in Lauderdale Lakes. There are 2 Broward County School Properties that were relayed to you. The first is close enough to work for Verizon's needs, at **2640 NW 46 Ave Lauderhill, FL – Castle Hill Elementary School**; the 2nd school appears to be too far away, at 3925 N State Rd Lauderdale Lakes, FL. There is a third school that is also too far away, at: 1901 NW 49 Ave Lauderhill, FL.
- SBA Communications would build a new tower for Verizon. The 2 existing towers in the area have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures that are tall enough for a collocate have been found nearby.

Per our conversation, you noted that towers are not allowed on Broward County School properties, mainly due to public resistance, but that the Legal Department will need to verify that. You relayed my questions to Legal and we are awaiting an official response, as to whether towers are allowed.

If the response you get from Legal says that towers *are* allowed on school properties and if there is interest in a ground lease with SBA Communications at Castle Hill Elementary School, please contact me at: bhager@tepgroup.net, or by phone at; M: 828-261-5582, or O: 828-635-5059

Sincerely, Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

August 30/2022

City of Lauderhill
ATTN: Joan Fletcher - Engineering
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower-Water treatment plant property- Certified letter

Dear Joan Fletcher,

This certified letter is a follow-up of our previous conversations on 8/3/2022, as well as emails I sent on 8/3/22 and 8/4/22 and a certified letter sent 8/30/2022. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderhill, FL. The center of the ½ mile radius search area (for a new tower site) is near the intersection of N State Rd 7 and NW 29th St.
- There is a hierarchy of site placement in Lauderhill that prefers city-owned properties over private properties, so I need try to use those properties, if possible, or rule them out. There is a water treatment plant property of interest at 2101 NW 49 Ave Lauderhill, FL.
- SBA Communications would build a new tower site for Verizon. The 2 closest existing towers (outside the search area) have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures have been found nearby, that are tall enough for a collocate of cell equipment.

Per our discussions, you noted that a new tower site could not be allowed on the above-mentioned water treatment property, as it is a wellfield protected zone and the property also has many underground pipes. Since the property is ruled out, we will pursue private properties, as well.

If the decision is made to allow the tower site, please let me know as soon as possible at: bhager@tepgroup.net, or by phone at; **M: 828-261-5582**, or O: 828-635-5059

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

August 30, 2022

City of Lauderdale Lakes
Atten: Stephen Smith - Development Services
4300 NW 36th Street Lauderdale Lakes, FL 33319

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower-Lauderdale Lakes parks and other properties - Certified letter

Dear Mr. Smith,

This certified letter is a follow-up of our previous emails I sent on 8/25/22 and 8/26/22. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderdale Lakes and Lauderhill, FL. The center of the ½ mile radius search area (for a new tower site, or collocate) is near the intersection of N State Rd 7 and NW 29th St, at the WalMart.
- There is a hierarchy of site placement in Lauderdale Lakes that prefers city-owned properties over private properties, so I need try to use a city-owned property, if possible, or receive verification that they could not be used. A list of the properties of interest is below.
- SBA Communications would build a new tower site for Verizon. The 2 closest existing towers (outside the search area) have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures have been found nearby, that are tall enough for a collocate of cell equipment.

Per our discussions, you noted that a new tower site could potentially be allowed, but would need to be verified with staff, to determine if it would be in the city's best interest.

The properties of interest that I have found so far, are as follows:

Vincent Torres Park – 2 parcels - ID 4941 24 00 0121 and 4941 24 00 0120
Broward County Habitat Connectivity Project Park – Parcel ID 4941 25 00 0084
Otis Gray Park – 2 parcels – ID and 4941 25 00 0057 and 4941 25 00 0090
City offices property – ID 4941 24 06 0010, at 4941 24 06 0010
Vacant parcel 4941 24 00 0119, on NW 34 STREET

If you find that any of these parcels could be allowed for a new tower site, or if you know of another city-owned property that could work within ½ mile of WalMart, please relay its location.

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

Please feel free to contact me by email at: bhager@tepgroup.net,
or by phone at; M: 828-261-5582, or O: 828-635-5059

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

October 17/2022

Broward County, FL
Atten: Chuck Griffin -Broward Education Communications Network (BECON)
WBEC-TV/WKPX-FM
6600 Nova Drive
Davie, FL 33317

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower on Broward County School Property.

Dear Mr. Griffin,

This certified letter is a follow-up of our previous conversations on 8/3/2022 and 8/26/2022, as well as emails I sent on 8/23/22, on 8/25/22 and the certified letter sent 8/30/2022. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderdale Lakes and Lauderhill, FL. The ½ mile radius search area center is near the intersection of N State Rd 7 and NW 29th St.
- There is a hierarchy of site placement that prefers city, or county-owned properties over private properties in Lauderhill and in Lauderdale Lakes. There are 2 Broward County School Properties that were relayed to you. The first is close enough to work for Verizon's needs, at **2640 NW 46 Ave Lauderhill, FL – Castle Hill Elementary School**; the 2nd school appears to be too far away, at 3925 N State Rd Lauderdale Lakes, FL. There is a third school that is also too far away, at: 1901 NW 49 Ave Lauderhill, FL.
- SBA Communications would build a new tower for Verizon. The 2 existing towers in the area have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures that are tall enough for a collocate have been found nearby.

Per our conversation, you noted that towers are not allowed on Broward County School properties, mainly due to public resistance, but that the Legal Department will need to verify that. You relayed my questions to Legal and we were awaiting an official response, as to whether towers are allowed. Since I never heard back regarding Legal's response, I assume there is no interest. Please correct me if that is not the case, but we will pursue private properties as well, in the meantime.

If you do get a response from Legal saying that towers *are* allowed on school properties and if there is interest in a ground lease with SBA Communications at Castle Hill Elementary School, please contact me at: bhager@tepgroup.net, or by phone at; M: 828-261-5582, or O: 828-635-5059.

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

October 17, 2022

City of Lauderdale Lakes
Atten: Stephen Smith - Development Services
4300 NW 36th Street Lauderdale Lakes, FL 33319

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower-Lauderdale Lakes parks and other properties - Certified letter

Dear Mr. Smith,

This certified letter is a follow-up of our previous emails I sent on 8/25/22 and 8/26/22 and the certified letter sent 8/30/2022. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderdale Lakes and Lauderhill, FL. The center of the ½ mile radius search area (for a new tower site, or collocate) is near the intersection of N State Rd 7 and NW 29th St, at the WalMart.
- There is a hierarchy of site placement in Lauderdale Lakes that prefers city-owned properties over private properties, so I need try to use a city-owned property, if possible, or receive verification that they could not be used. A list of the properties of interest is below.
- SBA Communications would build a new tower site for Verizon. The 2 closest existing towers (outside the search area) have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures have been found nearby, that are tall enough for a collocate of cell equipment.

Per our discussions, you noted that a new tower site could *potentially* be allowed, but would need to be verified with certain staff, to determine if it would be in the city's best interest. I have not received any follow-up on interest, so I assume there is no interest on the parks properties noted below. We are reaching out to private properties, as well, but please let me know if interest is determined on any of those parks properties.

The properties of interest that I have found so far, are as follows:

Vincent Torres Park – 2 parcels - ID 4941 24 00 0121 and 4941 24 00 0120
Broward County Habitat Connectivity Project Park – Parcel ID 4941 25 00 0084
Otis Gray Park – 2 parcels – ID and 4941 25 00 0057 and 4941 25 00 0090
City offices property – ID 4941 24 06 0010, at 4941 24 06 0010
Vacant parcel 4941 24 00 0119, on NW 34 STREET

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

If you find that any of these parcels could be allowed for a new tower site, or if you know of another city-owned property that could work within ½ mile of WalMart at 3001 N State Rd Lauderdale Lakes, FL, please relay its location.

Please feel free to contact me by email at: bhager@tepgroup.net,
or by phone at; **M: 828-261-5582**, or O: 828-635-5059

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

TOWER ENGINEERING PROFESSIONALS

CHARLOTTE OFFICE
10700 SIKES PLACE, SUITE 360
CHARLOTTE, NC 28277
980.202.5553
WWW.TEPGROUP.NET

August 30/2022

City of Lauderhill
ATTN: Joan Fletcher - Engineering
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

RE: Site Name WM 3625 – Proposed new Verizon/SBA Communications cell tower-Water treatment plant property- Certified letter

Dear Joan Fletcher,

This certified letter is a follow-up of our previous conversations on 8/3/2022, as well as emails I sent on 8/3/22 and 8/4/22 and a certified letter sent 8/30/2022. A summary is below:

- Verizon Wireless would like to have better coverage in Lauderhill, FL. The center of the ½ mile radius search area (for a new tower site) is near the intersection of N State Rd 7 and NW 29th St.
- There is a hierarchy of site placement in Lauderhill that prefers city-owned properties over private properties, so I need try to use those properties, if possible, or rule them out. There is a water treatment plant property of interest at 2101 NW 49 Ave Lauderhill, FL.
- SBA Communications would build a new tower site for Verizon. The 2 closest existing towers (outside the search area) have been ruled out, as one cannot provide a reasonable height for the equipment and the other is strictly for Broward County Emergency Services.
- No structures have been found nearby, that are tall enough for a collocate of cell equipment.

Per our discussions, you noted that a new tower site could not be allowed on the above-mentioned water treatment property, as it is a wellfield protected zone and the property also has many underground pipes. Since the property is ruled out, we will pursue private properties, as well.

If the decision is made to allow the tower site, please let me know as soon as possible at: bhager@tepgroup.net, or by phone at; **M: 828-261-5582**, or O: 828-635-5059

Sincerely,

Brent Hager - Site Acquisition Specialist - Tower Engineering Professionals, Inc.

...IS SECTION

...3.
...ress on the reverse
...card to you.
...ck of the mailpiece,
...ermits.

...DERHILL
ATTEN: JOAN FLETCHER-ENG.
5581 W. OAKLAND PARK BLVD
LAUDERHILL, FL 33313

9590 9402 6545 1028 0072 46

...(Transfer from service label)
7021 1970 0000 3317 3312

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

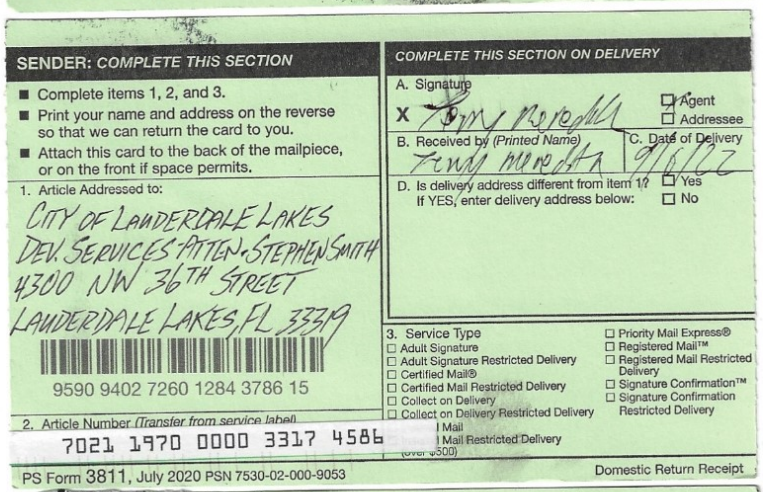
A. Signature
X T Brown ☐ Agent ☐ Addressee

B. Received by (Printed Name) T. Brown
C. Date of Delivery 9.6.22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No X

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ ...ail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
CITY OF LAUDERDALE LAKES
DEV. SERVICES ATTEN. STEPHEN SMITH
4300 NW 36TH STREET
LAUDERDALE LAKES, FL 33319

9590 9402 7260 1284 3786 15

2. Article Number (Transfer from service label)
7021 1970 0000 3317 4586

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

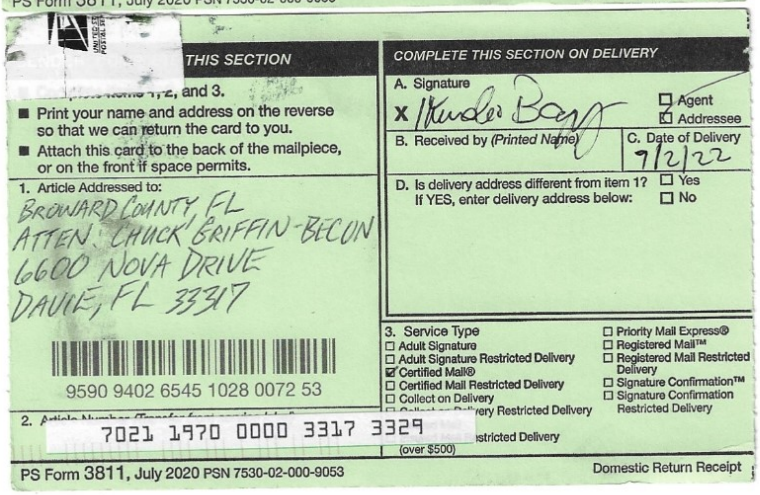
A. Signature
X Terry Meredith ☐ Agent ☐ Addressee

B. Received by (Printed Name) Terry Meredith
C. Date of Delivery 9/6/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ... Mail
☐ ... Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



...THIS SECTION

...and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
BROWARD COUNTY, FL
ATTEN: CHUCK GRIFFIN-BECON
6600 NOVA DRIVE
DAVIE, FL 33317

9590 9402 6545 1028 0072 53

2. ...
7021 1970 0000 3317 3329

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [illegible] ☐ Agent ☑ Addressee

B. Received by (Printed Name)
C. Date of Delivery 9/2/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ ...very Restricted Delivery
...stricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561 995 7670
F + 561 995 7626

sbasite.com

Structural Capacity Letter

September 18, 2024

Site ID: FL22902-S
Site Name: WM 3625 Lauderdale Lakes
Site Address: 3001 State Road 7
City: Lauderdale Lakes
State & Zip Code: FL 33313

100' Proposed Tower

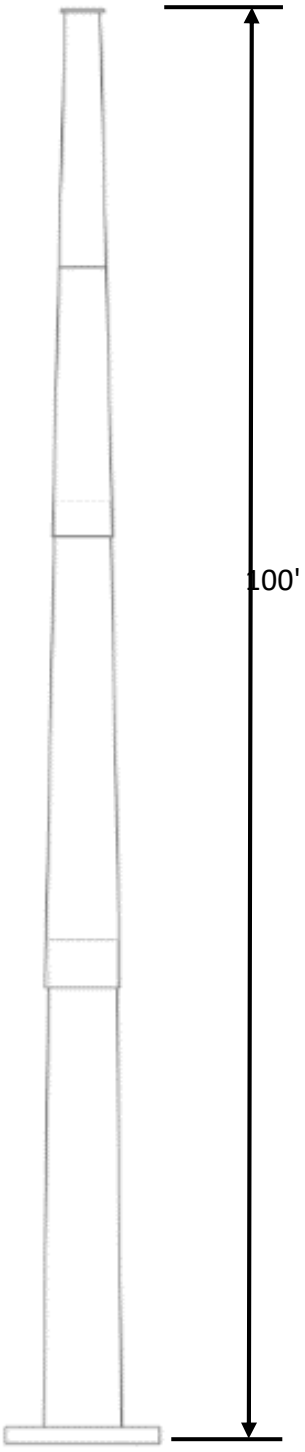
Dear Anthony Esquivel,

The proposed tower design for an Ultimate Wind Speed of 170 mph without ice, Risk Category II, Exposure Category C, and Topographic Category 1 will be per the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard For Antenna Supporting Structures and Antennas".

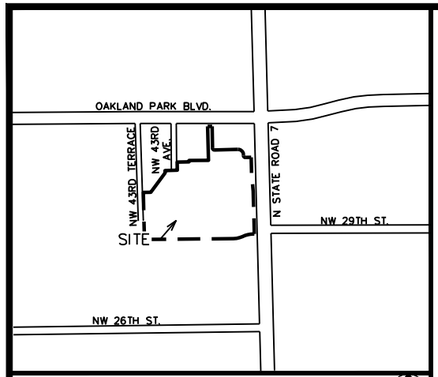
When appropriately designed and approved by an experienced Engineer of Record (EOR) per this standard, the above-said cell tower can support multiple tenants. Per the standards, the loads are factored in, and the tower materials include strength reduction factors. Therefore, it is highly unlikely that the tower will fall flat on the ground in a wind event higher than the designed wind speed.

Sincerely,

Jaffar Alqazzaz
Structural Engineer I



Note: The tower shown here is conceptual purpose only, not for construction. An EOR will review and approve the final design of the tower.



VICINITY MAP n.t.s.

NOTES:

1. BASIS OF THE BEARINGS AND COORDINATES IS THE FLORIDA EAST ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON MARCH 22, 2023; TIED TO THE FLORIDA PERMANENT REFERENCE NETWORK, (FPRN), USING REAL-TIME-KINEMATIC (RTK) GPS SYSTEM, INCORPORATING A SPECTRA SP85 GPS RECEIVER AND EXPRESSED IN US SURVEY FEET.

2. THIS SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SURVEY SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED, EXCEPT AS PORTIONS SHOWN HEREON.

3. AREA COMPUTED BY COORDINATE GEOMETRY

4. DEED REFERENCE: OFFICIAL RECORDS BOOK 39708, PAGE 971

5. PLAT REFERENCE: PLAT BOOK 175, PAGE 50

6. PID # 49-41-25-43-0010

7. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, OR RESTRICTIONS NOT SHOWN AND IS NOT AN ALTA/NSPS LAND TITLE SURVEY.

8. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THE LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

9. ALL PROPERTY OWNERSHIPS WERE TAKEN FROM CURRENT COUNTY TAX MAP RECORDS AND/OR RECORDED PLATS ONLY

10. BY GRAPHIC DETERMINATION THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", BASED UPON FEMA COMMUNITY PANEL# 12011C0362H, EFFECTIVE AUGUST 18, 2014.

11. LESSEE INFORMATION:
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

12. PROPERTY OWNER INFORMATION:
WAL-MART STORES EAST LP
PO BOX 8050
BENTONVILLE, AR 72712

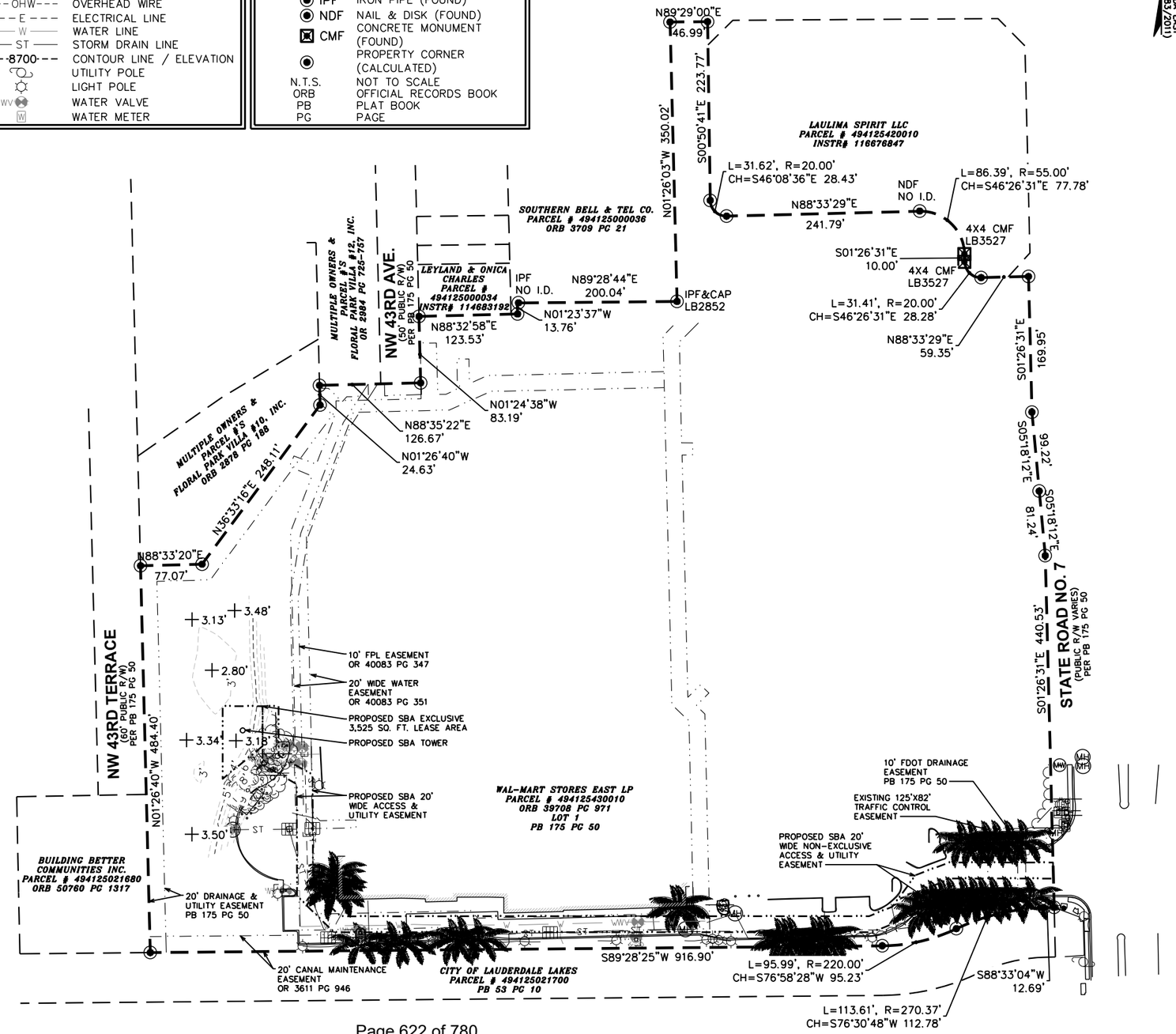
REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

LEGEND

PROPERTY LINE	
PROPERTY LINE (NOT SURVEYED)	
---R/W---	RIGHT-OF-WAY
——X——	CHAIN LINK FENCE
	TREE LINE
	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
---E---	ELECTRICAL LINE
——W——	WATER LINE
——ST——	STORM DRAIN LINE
---8700---	CONTOUR LINE / ELEVATION
	UTILITY POLE
	LIGHT POLE
WV	WATER VALVE
W	WATER METER

LEGEND

	FIRE HYDRANT
	DROP INLET
MH	MANHOLE
	SIGN
	PALM TREE
+100.00'	SPOT ELEVATION
IPF	IRON PIPE (FOUND)
NDF	NAIL & DISK (FOUND)
CMF	CONCRETE MONUMENT (FOUND)
	PROPERTY CORNER (CALCULATED)
N.T.S.	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE



TEP
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FLORIDA 33610
COA # LB8217

SHEET #: 1 OF 4 | TEP #: 275237

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177 AND SECTIONS 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.
CERTIFIED THIS 1ST DAY OF OCTOBER, 2024.

TIMOTHY L FISH
LICENSE NUMBER
6819
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

TIMOTHY L. FISH, P.S.M
LIC. NO. LS6819

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY (TIMOTHY L. FISH, P.S.M. LS 6819 ON OCTOBER 1, 2024.) SURVEY MAP AND/OR REPORT OF THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:

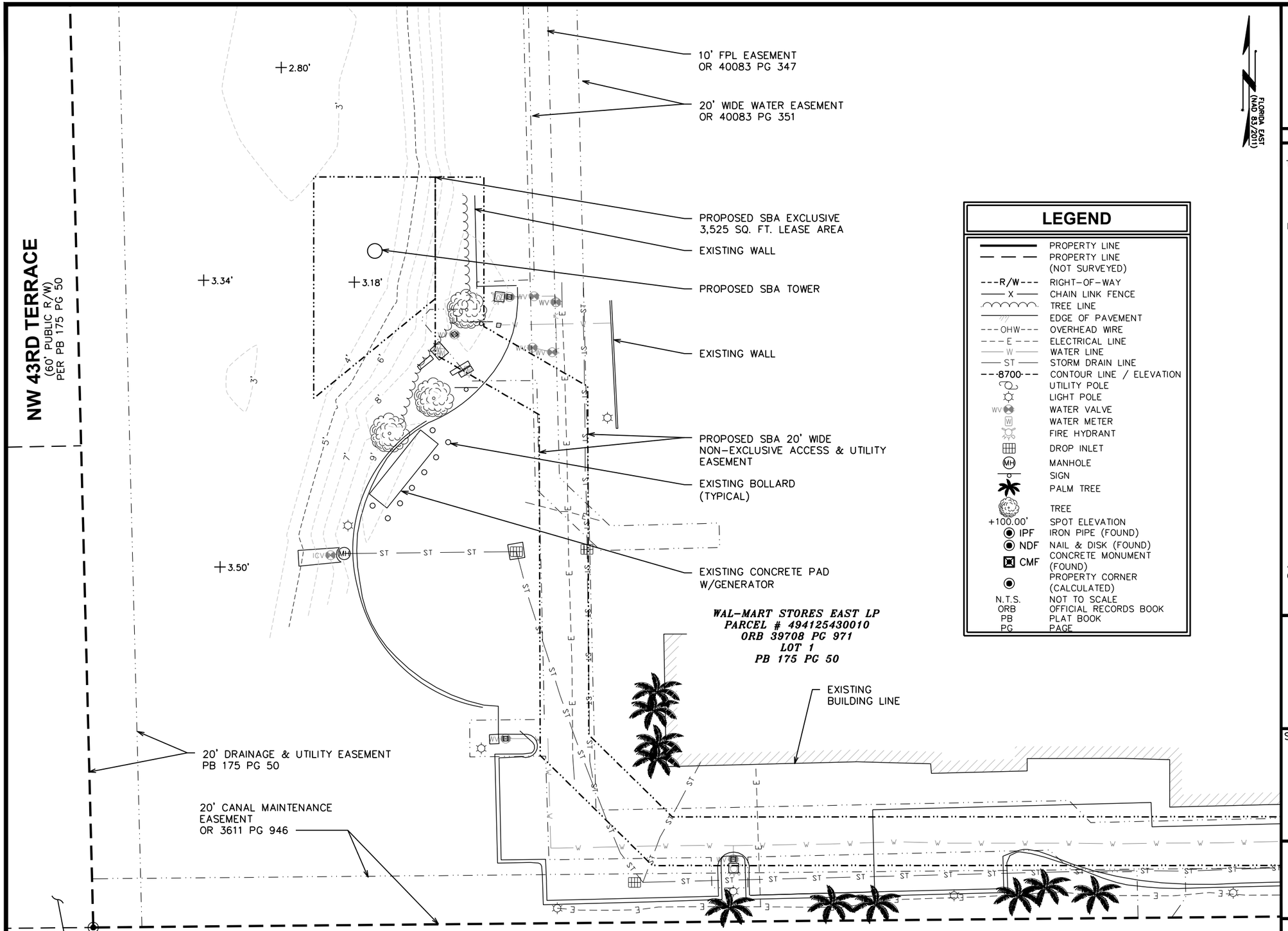
SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'

SCALE: 1" =150'
ORIGINAL MAP SIZE 11.00" X 17.00"



FLORIDA EAST (NAD 83/2011)

LEGEND

———	PROPERTY LINE
— — —	PROPERTY LINE (NOT SURVEYED)
---R/W---	RIGHT-OF-WAY
——— X ———	CHAIN LINK FENCE
	TREE LINE
	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
--- E ---	ELECTRICAL LINE
——— W ———	WATER LINE
——— ST ———	STORM DRAIN LINE
---8700---	CONTOUR LINE / ELEVATION
	UTILITY POLE
	LIGHT POLE
WV	WATER VALVE
W	WATER METER
	FIRE HYDRANT
	DROP INLET
MH	MANHOLE
	SIGN
	PALM TREE
	TREE
+100.00'	SPOT ELEVATION
IPF	IRON PIPE (FOUND)
NDF	NAIL & DISK (FOUND)
CMF	CONCRETE MONUMENT (FOUND)
	PROPERTY CORNER (CALCULATED)
N.T.S.	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE

TEP
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FLORIDA 33610
COA # LB8217

SHEET #: 2 OF 4 | TEP #: 275237

CERTIFICATION:
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CERTIFIED THIS 1ST DAY OF OCTOBER, 2024.

TIMOTHY L FISH
LICENSE NUMBER
6819
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

TIMOTHY L. FISH, P.S.M
LIC. NO. LS6819
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FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

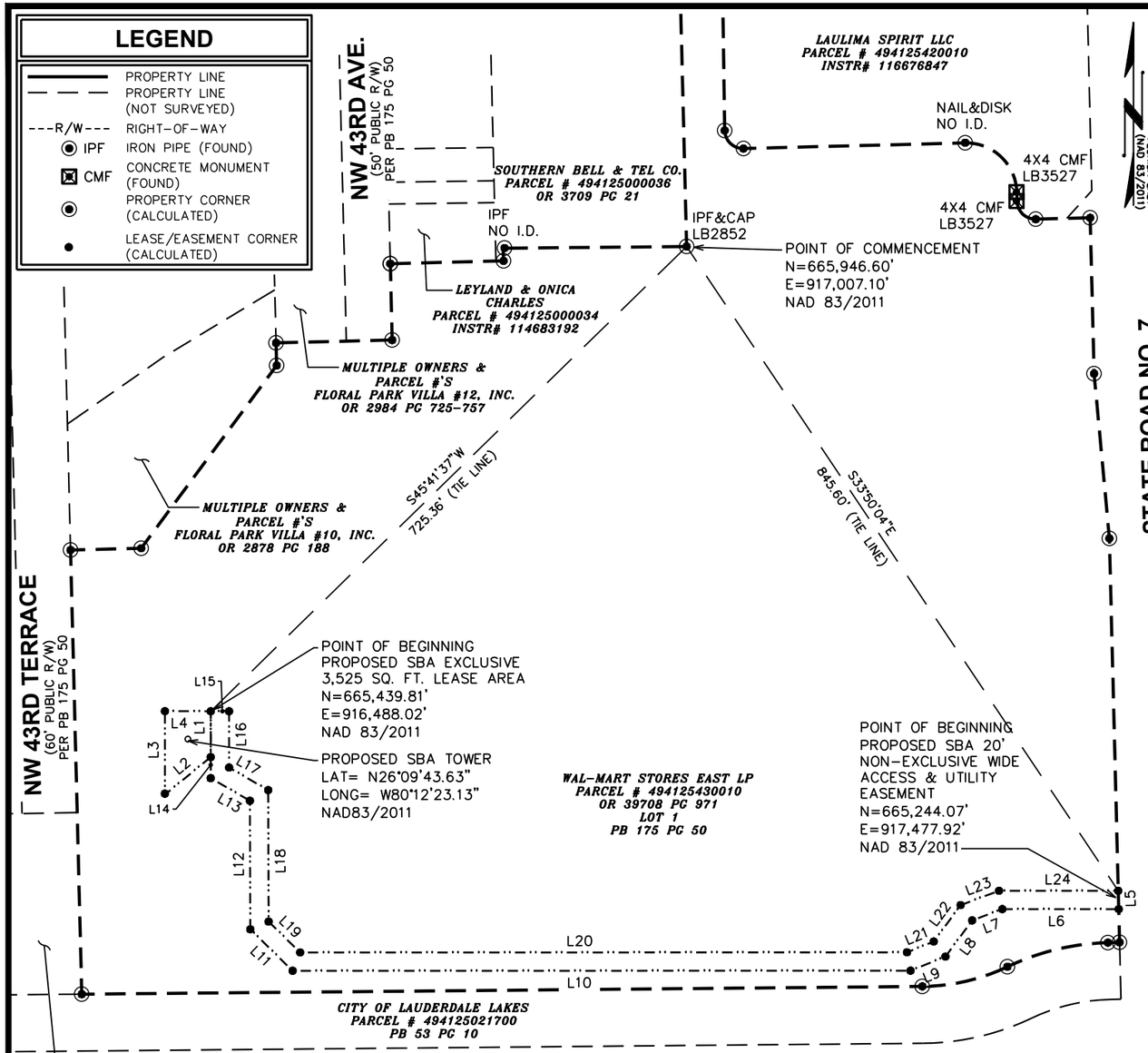
SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
FIELD WORK PERFORMED ON: 03/22/23

0' 40' 80'
SCALE: 1" = 40'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S00°00'22"W	50.00'	L9	S67°58'48"W	41.01'	L17	S59°59'33"E	49.30'
L2	S50°43'05"W	64.60'	L10	S89°59'13"W	674.02'	L18	S00°10'53"E	143.25'
L3	N00°00'22"E	91.00'	L11	N45°34'00"W	64.68'	L19	S45°34'00"E	48.14'
L4	S89°53'13"E	50.00'	L12	N00°10'53"W	140.11'	L20	N89°59'13"E	661.96'
L5	S01°26'31"E	20.01'	L13	N59°59'33"W	49.35'	L21	N67°58'48"E	31.48'
L6	N89°59'49"W	126.96'	L14	N00°00'22"E	72.96'	L22	N36°28'09"E	49.35'
L7	S69°29'46"W	35.12'	L15	S89°53'13"E	20.00'	L23	N69°29'46"E	44.67'
L8	S36°28'09"W	49.06'	L16	S00°00'22"W	61.37'	L24	S89°59'49"E	130.08'

LEGAL DESCRIPTION OF 3,525 SQ. FT. LEASE AREA (AS SURVEYED)

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 39708 AT PAGE 971 OF THE BROWARD COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AND CAP, STAMPED, "LB2852", SAID IRON BEING A NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 39708, PAGE 971, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,946.60', AND EASTING = 917,007.10'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 45°41'37" WEST A DISTANCE OF 725.36 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 3,525 SQ. FT. LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,439.81', AND EASTING = 916,488.02'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 00°00'22" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 50°43'05" WEST A DISTANCE OF 64.60 FEET TO A POINT; THENCE NORTH 00°00'22" EAST A DISTANCE OF 91.00 FEET TO A POINT; THENCE NORTH 89°53'13" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 3,525.00 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 20' ACCESS & UTILITY EASEMENT (AS SURVEYED)

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 39708 AT PAGE 971 OF THE BROWARD COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AND CAP, STAMPED, "LB2852", SAID IRON BEING A NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 39708, PAGE 971, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,946.60', AND EASTING = 917,007.10'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 33°50'04" EAST A DISTANCE OF 845.60 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 7, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING FLORIDA STATE PLANE COORDINATES OF: NORTHING = 665,244.07'; AND EASTING = 917,477.92'; THENCE, FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT OF WAY, SOUTH 01°26'31" EAST A DISTANCE OF 20.01 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, NORTH 89°59'49" WEST A DISTANCE OF 126.96 FEET TO A POINT; THENCE SOUTH 69°29'46" WEST A DISTANCE OF 35.12 FEET TO A POINT; THENCE SOUTH 36°28'09" WEST A DISTANCE OF 49.06 FEET TO A POINT; THENCE SOUTH 67°58'48" WEST A DISTANCE OF 41.01 FEET TO A POINT; THENCE SOUTH 89°59'13" WEST A DISTANCE OF 674.02 FEET TO A POINT; THENCE NORTH 45°34'00" WEST A DISTANCE OF 64.68 FEET TO A POINT; THENCE NORTH 00°10'53" WEST A DISTANCE OF 140.11 FEET TO A POINT; THENCE NORTH 59°59'33" WEST A DISTANCE OF 49.35 FEET TO A POINT; THENCE NORTH 00°00'22" EAST A DISTANCE OF 72.96 FEET TO A POINT; THENCE SOUTH 89°53'13" EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 00°00'22" WEST A DISTANCE OF 61.37 FEET TO A POINT; THENCE SOUTH 59°59'33" EAST A DISTANCE OF 49.30 FEET TO A POINT; THENCE SOUTH 00°10'53" EAST A DISTANCE OF 143.25 FEET TO A POINT; THENCE SOUTH 45°34'00" EAST A DISTANCE OF 48.14 FEET TO A POINT; THENCE NORTH 89°59'13" EAST A DISTANCE OF 661.96 FEET TO A POINT; THENCE NORTH 67°58'48" EAST A DISTANCE OF 31.48 FEET TO A POINT; THENCE NORTH 36°28'09" EAST A DISTANCE OF 49.35 FEET TO A POINT; THENCE NORTH 69°29'46" EAST A DISTANCE OF 44.67 FEET TO A POINT; THENCE SOUTH 89°59'49" EAST A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINING 24,729.09 SQUARE FEET OR 0.568 ACRES MORE OR LESS.

TEP
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FLORIDA 33610
COA # LB8217

SHEET #: 3 OF 4 | TEP #: 275237

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177 AND SECTIONS 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.
CERTIFIED THIS 1ST DAY OF OCTOBER, 2024.

TIMOTHY L FISH LICENSE NUMBER 6819 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

TIMOTHY L. FISH, P.S.M
LIC. NO. LS6819

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FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'

SCALE: 1" = 150'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

SCHEDULE B - SECTION II EXCEPTIONS

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
COMMITMENT NO: 01-22035431-01T
COMMITMENT EFFECTIVE DATE: JULY 27, 2022 AT 7:00 AM
SCHEDULE B - SECTION II

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE BE, PART I-REQUIREMENTS ARE MET. (AFFECT PARENT PARCEL. NONE OBSERVED.)

2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

4. MECHANICS, CONTRACTORS OR MATERIAL MENS LIENS AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD. (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

5. ANY CHANGES IN TITLE OCCURRING SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENTS AND PRIOR TO THE DATE OF ISSUANCE OF THE TITLE POLICY. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

6. DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH MATTER VIOLATE 42 USC 3604 (c). (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

7. QUANTITY OF ACREAGE/SQUARE FOOTAGE AS SET FORTH IN SCHEDULE A, IF ANY. (AFFECT PARENT PARCEL.)

8. TAXES AND SPECIAL ASSESSMENTS FOR CURRENT TAX YEAR AND ALL SUBSEQUENT YEARS. (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

9. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE PLAT OF LAUDERDALE LAKES GATE-SECTION NO. 3, AS RECORDED IN PLAT BOOK 53, PAGE 10, RECORDED DATE 05/27/1960 IN BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

10. SUBJECT TO EASEMENT AS SET FORTH IN DEED RECORDED 03/01/1968, IN BOOK 3611, PAGE 946 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

11. ELECTRIC EASEMENT IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY, RECORDED 08/30/1972, AS BOOK 5025, PAGE 287 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

12. SUBJECT TO RIGHT OF WAY EASEMENT AND RESTRICTIONS AS SET FORTH IN DEED RECORDED 07/05/1973 AS BOOK 5116, PAGE 532 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

13. EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 07/24/1973, AS BOOK 5375, PAGE 585 OF THE BROWARD COUNTY RECORDS. (DOES NOT AFFECT PARENT PARCEL.)

14. BILL OF SALE ABSOLUTE, BY AND BETWEEN J.C. PENNEY PROPERTIES, INC., AND BROWARD COUNTY, FLORIDA, RECORDED AS BOOK 5415, PAGE 587 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

15. WATER AND SANITARY SEWAGE EASEMENT IN FAVOR OF BROWARD COUNTY, FLORIDA, RECORDED 08/22/1973 AS BOOK 5415, PAGE 590 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

16. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 11/08/1973 IN BOOK 5518, PAGE 219 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

17. UTILITY EASEMENT RECORDED 06/21/1974 AS BOOK 5817, PAGE 74 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

18. RECIPROCAL ACCESS EASEMENT AGREEMENT, BY AND BETWEEN J.C. PENNEY PROPERTIES, INC., AND KONRAD ULMER, RECORDED 08/24/1998, IN BOOK 28785, PAGE 1202 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

19. PROFESSIONAL SURVEYOR AND MAPPER'S AFFIDAVIT, RECORDED 05/24/2005, IN BOOK 39708, PAGE 984 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

20. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED 07/15/2005, AS BOOK 40083, PAGE 347 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

21. SECURITY/LIEN AGREEMENT INSTALLATION OF REQUIRED IMPOROVEMENTS, BY AND BETWEEN BROWARD COUNTY, AND WAL-MART STORES, L.P., RECORDED 10/12/2005, IN BOOK 40716, PAGE 967 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

22. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE PLAT OF WAL-MART AT LAUDERDALE LAKES, AS RECORDED IN PLAT BOOK 175, PAGE 50, RECORDED DATE 10/12/2005 IN BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

23. ORDINANCE, RECORDED 07/17/2006, IN BOOK 42408, PAGE 1 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

24. BILL OF SALE ABSOLUTE, BY AND BETWEEN WAL-MART STORES EAST, L.P., AND BROWARD COUNTY, RECORDED 07/27/2006, IN BOOK 42479, PAGE 952 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

25. AMENDMENT TO EASEMENT IN FAVOR OF BELL SOUTH TELECOMMUNICATIONS, INC., RECORDED 08/30/2007, AS BOOK 44555, PAGE 901 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

26. NOTICE OF COMMENCEMENT, RECORDED 10/21/2021, AS DOCUMENT NO. 117678088 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

27. NOTICE OF COMMENCEMENT, RECORDED 10/21/2021, AS DOCUMENT NO. 117678207 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

28. NOTICE OF COMMENCEMENT, RECORDED 02/01/2022, AS DOCUMENT NO. 117905759 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

TITLE PARENT PARCEL LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS:

LOT 1 OF WAL-MART AT LAUDERDALE LAKES AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 50 THROUGH 52, INCLUSIVE, PUBLIC ROADS OF BROWARD COUNTY, FLORIDA.

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM DARMAX PROPERTIES INC., A FLORIDA CORPORATION, GRANTOR, BY GENERAL WARRANTY DEED RECORDED 05/24/2005, AS BOOK 39708, PAGE 737 OF THE BROWARD COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM HYPERNAP.COM ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, BY DEED RECORDED 05/24/2005, AS BOOK 39708, PAGE 971 OF THE BROWARD COUNTY RECORDS.

TAX I.D. NUMBER: 49-41-25-43-0010

TEP
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FLORIDA 33610
COA # LB8217

SHEET #: 4 OF 4 | TEP #: 275237

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177 AND SECTIONS 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.
CERTIFIED THIS 1ST DAY OF OCTOBER, 2024.

TIMOTHY L FISH
LICENSE NUMBER
6819
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

TIMOTHY L. FISH, P.S.M
LIC. NO. LS6819
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY (TIMOTHY L. FISH, P.S.M. LS 6819 ON OCTOBER 1, 2024.) SURVEY MAP AND/OR REPORT OF THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

SPECIFIC PURPOSE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'
SCALE: 1" = 150'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

PROJECT SUMMARY

SITE NAME:	LAUDERDALE LAKES
SITE ADDRESS:	3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313
JURISDICTION:	CITY OF LAUDERDALE LAKES
COUNTY:	BROWARD COUNTY
ZONING:	B-3 (GENERAL BUSINESS)
PROPERTY OWNER:	WAL-MART STORES EAST LP
ADDRESS:	POX BOX 8050 BENTONVILLE, AR 72712
APPLICANT:	SBA TOWERS X LLC, 8051 CONGRESS AVENUE BOCA RATON, FL 33487 OFFICE: (800) 487-7483 FAX: (561) 226-3572
SBA CONTACT:	JULIANA MAHLMEISTER / (786) 716-1212
SITE COORDINATES:	1A
LATITUDE: LONGITUDE: ELEVATION:	26° 09' 43.63" N (NAD 83/2011) 80° 12' 23.13" W (NAD 83/2011) 3.16'± AMSL (NAVD 88)
PARCEL NUMBER:	4941-25-43-0010

ADA REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
ADA ACCESS NOT REQUIRED.

PLUMBING REQUIREMENTS

FACILITY HAS NO PLUMBING.

CONSULTING TEAM

ENGINEERING FIRM:
KIMLEY-HORN AND ASSOCIATES
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
CONTACT: SHAHZAD MAHMOOD
PHONE: (561) 404-9857

SURVEYING FIRM:
TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
CONTACT: CAMERON NICHOLSON, E.I.
PHONE: (704) 560-3117

UTILITIES INFORMATION

POWER COMPANY:

TBD
CONTACT: TBD
PHONE: TBD

FIBER COMPANY:

TBD
CONTACT: TBD
PHONE: TBD

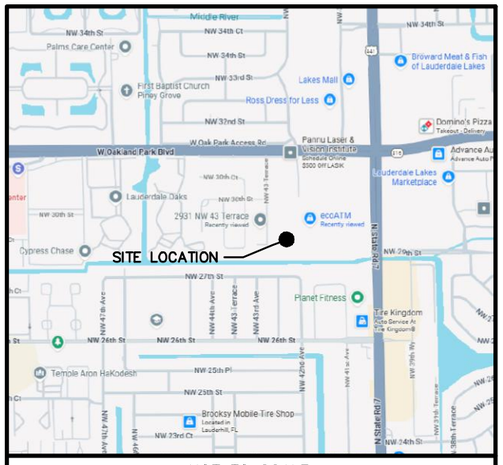
SITE NAME
LAUDERDALE LAKES

SITE I.D.
FL22902-S

E911 ADDRESS
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

PROJECT TYPE
105' MONOPINE ZONING DRAWINGS

VICINITY MAP



NOT TO SCALE

REGIONAL MAP

NOT TO SCALE

DRIVING DIRECTIONS

FROM FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT:

DIRECTIONS: HEAD NORTHWEST ON TERMINAL DRIVE AND TAKE THE RAMP TO I-595 WEST. AFTER ABOUT 2.5 MILES, MERGE ONTO I-95 NORTH AND CONTINUE FOR 4.3 MILES, THEN TAKE EXIT 29A FOR CYPRESS CREEK ROAD WEST. DRIVE WEST FOR 1.5 MILES, THEN TURN RIGHT ONTO US-441/N STATE RD 7 AND CONTINUE NORTH FOR ABOUT 3.5 MILES-WALMART WILL BE ON YOUR RIGHT, JUST PAST NW 30TH STREET.

SHEET SCALE FACTOR:

PLOT SIZE:
11"x17": "TO SCALE"
22"x34": 2X SCALE AS NOTED

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
T-2	ABBREVIATIONS & SYMBOLS LEGEND
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
LS-1	LAND SURVEY / LEGAL DESCRIPTION
LS-2	LAND SURVEY
LS-3	LAND SURVEY
LS-4	LAND SURVEY
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	SITE ELEVATIONS
C-4	SITE DETAILS
C-5	EROSION CONTROL PLAN
L-1	LANDSCAPING PLAN
L-2	LANDSCAPING DETAILS

APPROVALS

TITLE	SIGNATURE	DATE
SBA CONST. MGR:		
PROPERTY OWNER:		
PLANNING:		

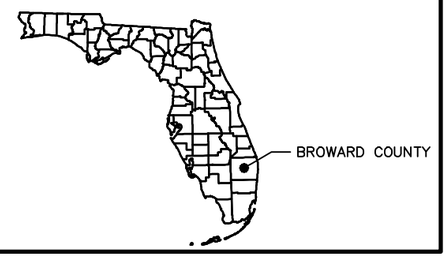
THE ABOVE SHOWN PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/DWELLING CODE:	FBC 2023, 8TH EDITION
STRUCTURAL CODE:	FBC 2023, 8TH EDITION
PLUMBING CODE:	FBC 2023-PLUMBING, 8TH EDITION
MECHANICAL CODE:	FBC 2023-MECHANICAL, 8TH EDITION
ELECTRIC CODE:	2020 NEC
FIRE/LIFE SAFETY CODE:	FFPC 2023-FIRE, 8TH EDITION
DESIGN WIND SPEED:	170 MPH
RISK CATEGORY:	II
EXPOSURE CATEGORY:	C

STATE COUNTY MAP

FLORIDA



SBA TOWERS X, LLC.
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Kimley»Horn
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WEST PALM BEACH, FL 33411
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WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

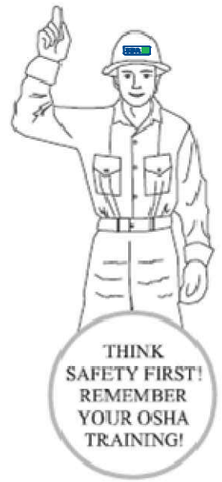
DESIGN TYPE:
RAWLAND

SHEET TITLE:
TITLE SHEET

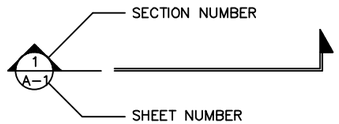
SHEET NUMBER: T-1
REVISION: 0

ABBREVIATIONS

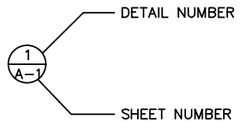
AB	ANCHOR BOLT
AC	ASPHALTIC CONCRETE
A/C	AIR CONDITIONING
ADJ	ADJUSTABLE
A.F.F.	ABOVE FINISH FLOOR
ARCH	ARCHITECTURAL
APPROX	APPROXIMATELY
A.G.L.	ABOVE GRADE LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
BD	BOARD
BLDG	BUILDING
BLKG	BLOCKING
BOT	BOTTOM
BSMT	BASEMENT
BTS	BASE TRANSCEIVER STATION
C	COURSE(S)
CEM	CEMENT
CL	CHAIN LINK
CLG	CEILING
CLR	CLEAR
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CORR	CORRIDOR
CO	CONDUIT ONLY
DIA	DIAMETER
DBL	DOUBLE
DEPT	DEPARTMENT
DEMO	DEMOLITION
DIM	DIMENSION
DN	DOWN
DR	DOOR
DTL	DETAIL
DWG	DRAWING
(E)	EXISTING
EA	EACH
ELEC	ELECTRIC
ELEV	ELEVATION
EQUIP	EQUIPMENT
EXP	EXPANSION
EXT	EXTERIOR
FA	FIRE ALARM
FB	FLAT BAR
FF	FINISH FLOOR
FH	FLAT HEAD
FIN	FINISH(ED)
FLR	FLOOR
FOS	FACE OF STUDS
FS	FINISH SURFACE
FT	FOOT, FEET
FTG	FOOTING
FW	FINISH WALL
F.G.	FINISH GRADE
FUT	FUTURE
GA	GAUGE
GALV	GALVANIZED
GL	GLASS
GR	GRADE
GYP	GYPSUM
GFCI	GROUND FAULT CIRCUIT INTERRUPT
GND	GROUND
HC	HOLLOW CORE
HDW	HARDWARE
HTR	HEATER
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
HT	HEIGHT
HV	HIGH VOLTAGE
ID	INSIDE DIMENSION
INS	INSULATION
INT	INTERIOR
JT	JOINT
LAM	LAMINATED
LBS	POUNDS
LT	LIGHT
LA	LIGHTNING ARRESTOR
LNA	LOW NOISE AMPLIFIER
MFR	MANUFACTURER
MAT	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
MISC	MISCELLANEOUS
ML	METAL LATH
MO	MASONRY OPENING
MS	MACHINE SCREW
MTD	MOUNTED
MTL	METAL
(N)	PROPOSED
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
O	OVERHEAD
OA	OVERALL
O.C.	ON CENTER
OPNG	OPENING
OPP	OPPOSITE
PARTN	PARTITION
PL	PLATE
PLAS	PLASTER
PLYWD	PLYWOOD
POC	POINT OF CONNECTION
PROP	PROPERTY
PT	PRESSURE TREATED
R	RISER
REQD	REQUIRED
RD	ROOF DRAIN
RM	ROOM
RMS	ROOMS
RO	ROUGH OPENING
SC	SOLID CORE
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPECS	SPECIFICATIONS
SS	STAINLESS STEEL
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SW	SWITCH
SWBO	SWITCHBOARD
THK	THICK
TI	TENANT IMPROVEMENT
TMA	TOWER MOUNTED AMPLIFIER
TOS	TOP OF SURFACE
TS	TUBE STEEL
TYP	TYPICAL
U	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
V.I.F.	VERIFY IN FIELD
VG	VERTICAL GRAIN
W/	WITH
WD	WOOD
WR	WATER RESISTANT
WT	WEIGHT
XFMR	TRANSFORMER
@	AT
[	CHANNEL
℄	CENTERLINE
∠	ANGLE
ℙL	PROPERTY LINE



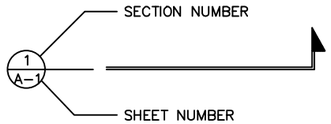
SYMBOLS:



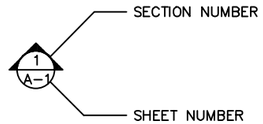
BUILDING SECTION REFERENCE



DETAIL REFERENCE



DETAIL SECTION REFERENCE



ELEVATION VIEW REFERENCE

KEY NOTE REFERENCE

DOOR NUMBER

AREA AND/OR ROOM NUMBER

MECHANICAL UNIT

UTILITY POLE

WORK POINT

REVISION OR CONTROL POINT

(REFERENCE POINT)
(ELEVATION)

MASONRY

BRICK

CONCRETE

EARTH

STEEL

GRAVEL

CENTER LINE

PROPERTY LINE

LEASE LINE

EASEMENT LINE

RIGHT-OF-WAY

CHAIN LINK FENCE

WOOD FENCE

SILT FENCE

BELOW GRADE ELECTRIC

BELOW GRADE TELEPHONE

OVERHEAD ELECTRIC/TELEPHONE

OVERHEAD TELEPHONE

OVERHEAD ELECTRIC

CONTOUR

TREE PROTECTION FENCE

TREE LINE

TREES, SHRUBS, BUSHES

SAN — SANITARY SEWER LINE

WL — WATER LINE

NG — NATURAL GAS LINE

SBA TOWERS X, LLC.
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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

SHEET TITLE: ABBREVIATIONS & SYMBOLS LEGEND

SHEET NUMBER: T-2

REVISION: 0

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN SBA OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY. THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE PROPOSED AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

STRUCTURAL NOTES

1. DESIGN REQUIREMENTS PER LOCAL BUILDING CODE AND THE E1A/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNAS TOWERS AND SUPPORTING STRUCTURES.
2. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS-ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
3. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE 8. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRACE 8. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
4. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1-96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
5. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
6. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
7. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND AC1 301, AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
8. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 80, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
9. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS.
10. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
11. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED. AFTER FABRICATION WHERE PRACTICAL. GALVANIZING: ASTM A 123, ASTM A 153/A 153M OR ASTM A 653/A 653M, G90, AS APPLICABLE.
12. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT' CONFORMING TO ASTM A 780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED, AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. IN STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
13. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

PERMITS

1. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENTAL AGENCIES. (NOT SUPPLIED BY OWNER)
2. ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTORS RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS. (NOT SUPPLIED BY OWNER)
3. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES AND THE LATEST APPLICABLE CODES AND STANDARDS.
4. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY, OR CITY) ENGINEER 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE FOR CLOSING AND FILING ALL PERMITS ASSOCIATED WITH SITE.

UTILITIES

1. CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR ASSUMES SOLE RESPONSIBILITY FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION DR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF THERE APPEARS TO BE A CONFLICT.
2. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY OWNERS AND CONSTRUCTION MANAGER.
3. DAMAGE BY THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT. FOR GRASSED AREAS, SEED AND MULCH SHALL BE ACCEPTABLE..
4. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.
5. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF PROPOSED UNDERGROUND TELEPHONE SERVICE WITH THE TELEPHONE UTILITY AND THE OWNER'S REQUIREMENTS.
6. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORY PRIOR TO COMMENCING ANY PAVING OPERATIONS WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.

GRADING

1. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC...) ALL MATERIAL NOT SUITABLE FOR SUB GRADE IN ITS PRESENT STATE. IF THE MATERIAL, AFTER REWORKING, REMAINS UNSUITABLE THEN THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL AT HIS EXPENSE. ALL SUB GRADES SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
2. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTABLE BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.
4. ALL DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE OWNER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHEN WORK IS BEING PRE FORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

SBA CONSTRUCTION REQUIREMENTS

1. AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR SBA'S FILE.
2. CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.
3. CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.
4. CONTRACTOR WILL BE RESPONSIBLE FOR ALL CONCRETE COMPRESSIVE TESTING AND REQUIRED TO SUBMIT FINAL TEST RESULTS WITH CLOSE OUT BOOK.
5. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SBA PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.
6. CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION, AS WELL AS TELCO SERVICE BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC....).
7. CONTRACTOR WILL HAVE A REPRESENTATIVE ON A WEEKLY CONFERENCE CALL TO PROVIDE SBA WITH SITE SPECIFIC UPDATES. CURRENTLY, THIS CONFERENCE CALL IS HELD EACH AND EVERY THURSDAY AT 4 PM (EASTERN TIME).
8. CONTRACTOR SHOULD BE PREPARED FOR RANDOM SBA SAFETY INSPECTIONS AT ALL TIMES.
9. CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER OSHA STANDARDS AT ALL TIMES.
10. CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.
11. CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AND GETTING SBA'S REGIONAL SITE MANAGER'S SIGN-OFF/CHECKLIST APPROVAL ON THE SITE).
12. CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.
13. CONTRACTOR WILL UTILIZE ALL OF THE SBA PROVIDED DOCUMENTATION INCLUDING BUT NOT LIMITED TO: TOWER CONSTRUCTION ACCEPTANCE CHECKLIST, CONSTRUCTION SCHEDULE, CONSTRUCTION CLOSE-OUT LIST & TOWER HEIGHT VERIFICATION.
14. CONTRACTOR IS RESPONSIBLE FOR CONCRETE COMPRESSION TESTING.
15. CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING.
16. CONTRACTOR IS RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEO TECHNOLOGICAL REPORT PROVIDED BY OWNER.

SBA

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn

1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845-0665
WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

SHEET TITLE: GENERAL NOTES

SHEET NUMBER: GN-1

REVISION: 0

GEOTECHNICAL NOTES

1. THE SITE SHALL BE CLEARED BY MEANS OF REMOVING TREES, TREE STUMPS, SURFACE VEGETATION AND TOPSOIL MATERIALS. IT'S RECOMMENDED THAT CLEARING EXTEND AT LEAST 5 FEET BEYOND PLANNED BUILDING AREAS AND AREAS TO RECEIVE COMPACTED FILL. IN PREPARATION FOR FILL PLACEMENT, AREAS SHALL BE LEVELED OUT TO FACILITATE THE PLACEMENT OF FILL IN HORIZONTAL LIFTS. THIS SHALL BE ACHIEVED BY CUTTING INTO THE UPHILL SIDE OF AREAS TO RECEIVE FILL. AREAS TO RECEIVE FILL SHALL BE EVALUATED BY A GEOTECHNICAL ENGINEER TO VERIFY THAT THEY ARE IN FIRM, RELATIVELY DRY AND SUITABLE FOR FILL PLACEMENT.

2. WITH THE EXCEPTION OF THE UPPER 2 FEET BENEATH PLANNED FOUNDATIONS AND BUILDING PADS, FILL MATERIALS SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D-698). FILL WITHIN THE UPPER 2 FEET BENEATH PLANNED FOUNDATIONS AND BUILDING PADS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D-698).

3. TO ACCOMPLISH THIS, IT IS RECOMMENDED THAT FILL SOIL MOISTURE CONTENTS BE MAINTAINED WITHIN 3 PERCENTAGE POINTS OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE STANDARD PROCTOR METHOD (ASTM D698). SOILS WITH EXCESSIVE MOISTURE SHALL BE SCARIFIED, DISCED, AND DRIED DURING THE WARMER DRYER MONTHS TO REDUCE THE MOISTURE CONTENT, AND MOISTURE SHALL BE ADDED TO INCREASE THE MOISTURE CONTENT.

4. TO ACHIEVE PROPER COMPACTION, SUITABLE MOISTURE CONDITIONED FILL MATERIALS SHALL BE PLACED IN HORIZONTAL LOOSE LIFTS (8 INCHES LOOSE IF LARGE COMPACTION EQUIPMENT IS USED, 4 INCHES IF SMALLER WALK-BEHIND EQUIPMENT IS TO BE USED). IF SANDY SOILS ARE ENCOUNTERED COMPACTION WITH A HEAVY SMOOTH DRUM SHALL BE USED. IF CLAY OR SILT SOILS ARE ENCOUNTERED A SHEEPSFOOT ROLLER SHALL BE MORE EFFECTIVE ACHIEVING COMPACTION.

5. IN-PLACE DENSITY TESTS SHALL BE PERFORMED TO VERIFY COMPACTION OF THE FILL MATERIALS. THESE TESTS ARE GENERALLY PERFORMED AT A FREQUENCY OF ONE TEST PER 2,500 SQUARE FEET AND ON EACH FOOT OF FILL BEING PLACED.

6. FOUNDATIONS FOR LIGHTLY LOADED STRUCTURES (IE. GENERATORS AND EQUIPMENT SHELTERS) SHALL BE DESIGNED TO BEAR IN THE PROPOSEDLY PLACED, COMPACTED FILL. FOUNDATIONS FOR LIGHTLY LOADED STRUCTURES SET IN FILL SHALL BE DESIGNED TO BEAR AT LEAST 2 FEET BELOW THE FINISHED GROUND SURFACE, TO HAVE A MINIMUM FOOTING WIDTH OF 18 INCHES, AND WITH A GROSS ULTIMATE BEARING PRESSURE OF 6000 PSF, PROVIDED THAT FILL MATERIALS ARE VERIFIED AS BEING SUITABLE, AND COMPACTED AS RECOMMENDED IN THESE NOTES.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

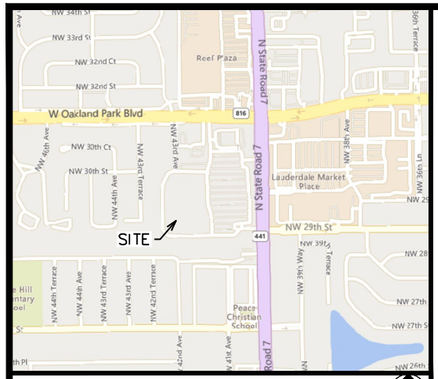
SITE ADDRESS:
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

DESIGN TYPE:
RAWLAND

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER: GN-2

REVISION: 0



VICINITY MAP n.t.s.

NOTES:

1. BASIS OF THE BEARINGS AND COORDINATES IS THE FLORIDA EAST ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON MARCH 22, 2023; TIED TO THE FLORIDA PERMANENT REFERENCE NETWORK, (FPRN), USING REAL-TIME-KINEMATIC (RTK) GPS SYSTEM, INCORPORATING A SPECTRA SP85 GPS RECEIVER AND EXPRESSED IN US SURVEY FEET.

2. THIS SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SURVEY SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED, EXCEPT AS PORTIONS SHOWN HEREON.

3. AREA COMPUTED BY COORDINATE GEOMETRY

4. DEED REFERENCE: OFFICIAL RECORDS BOOK 39708, PAGE 971

5. PLAT REFERENCE: PLAT BOOK 175, PAGE 50

6. PID # 49-41-25-43-0010

7. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, OR RESTRICTIONS NOT SHOWN AND IS NOT AN ALTA/NSPS LAND TITLE SURVEY.

8. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THE LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

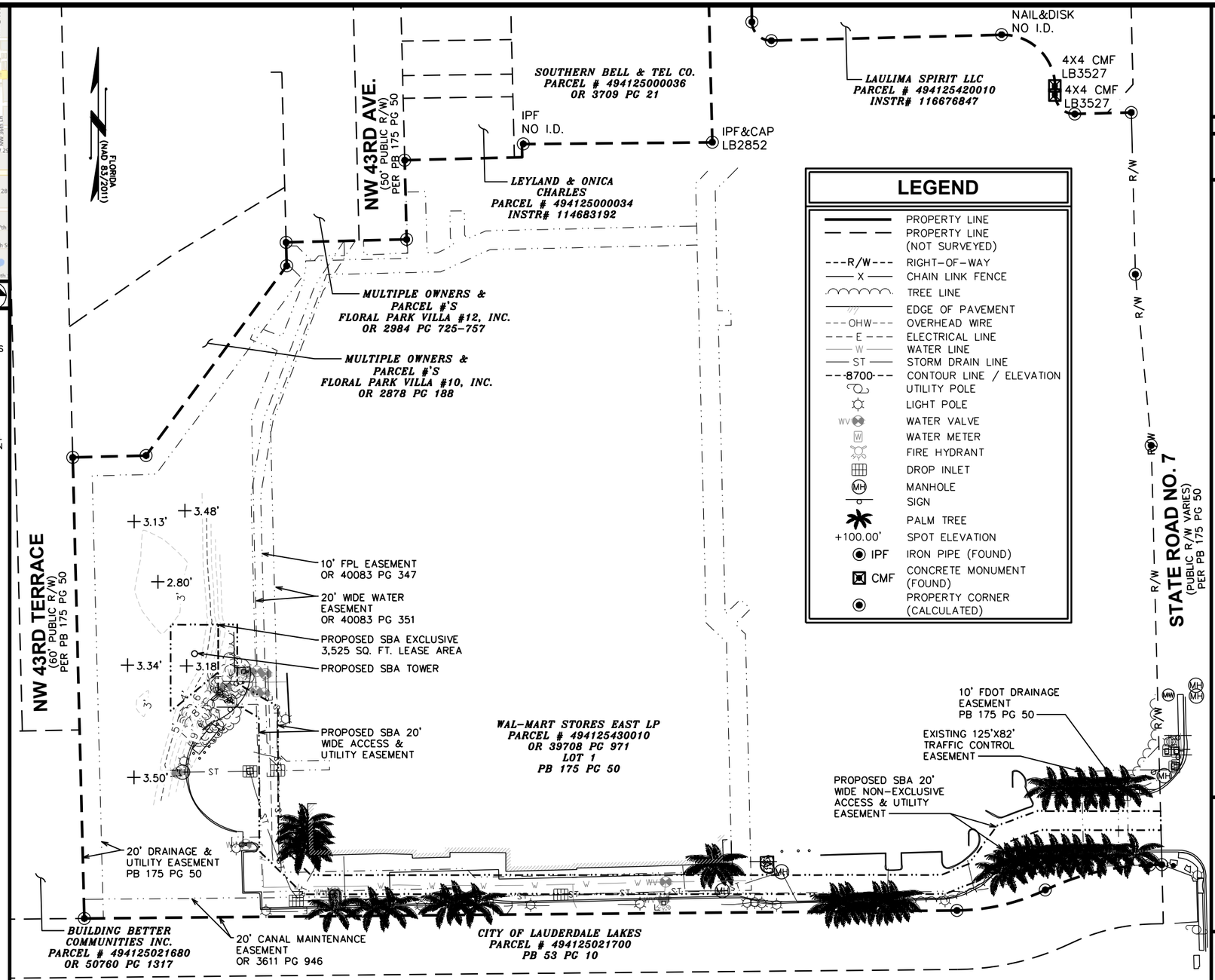
9. ALL PROPERTY OWNERSHIPS WERE TAKEN FROM CURRENT COUNTY TAX MAP RECORDS AND/OR RECORDED PLATS ONLY

10. BY GRAPHIC DETERMINATION THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X", BASED UPON FEMA COMMUNITY PANEL# 12011C0362H, EFFECTIVE AUGUST 18, 2014.

11. LESSEE INFORMATION:
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

12. PROPERTY OWNER INFORMATION:
WAL-MART STORES EAST LP
PO BOX 8050
BENTONVILLE, AR 72712

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS



LEGEND

- PROPERTY LINE
- PROPERTY LINE (NOT SURVEYED)
- R/W — RIGHT-OF-WAY
- X — CHAIN LINK FENCE
- TREE LINE
- EDGE OF PAVEMENT
- OHW — OVERHEAD WIRE
- E — ELECTRICAL LINE
- W — WATER LINE
- ST — STORM DRAIN LINE
- 8700 — CONTOUR LINE / ELEVATION
- UTILITY POLE
- LIGHT POLE
- WV — WATER VALVE
- W — WATER METER
- FIRE HYDRANT
- DROP INLET
- MH — MANHOLE
- SIGN
- PALM TREE
- +100.00' — SPOT ELEVATION
- IPF — IRON PIPE (FOUND)
- CMF — CONCRETE MONUMENT (FOUND)
- PROPERTY CORNER (CALCULATED)

TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
COA # LB8217

SHEET #: 1 OF 4 | TEP #: 275237

PRELIMINARY SURVEY

CERTIFICATION:
TO SBA TOWERS X, LLC AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE 01-22035431-01T, EFFECTIVE 07/27/2022:
I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY SHOWN CONFORMS TO THE APPLICABLE REQUIREMENTS OF FLORIDA STATUTES CHAPTER 177 AND SECTIONS 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE.
CERTIFIED THIS 31ST DAY OF MAY, 2023.

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

PROPOSED/PRELIMINARY TELECOMMUNICATIONS SITE SURVEY PREPARED FOR:

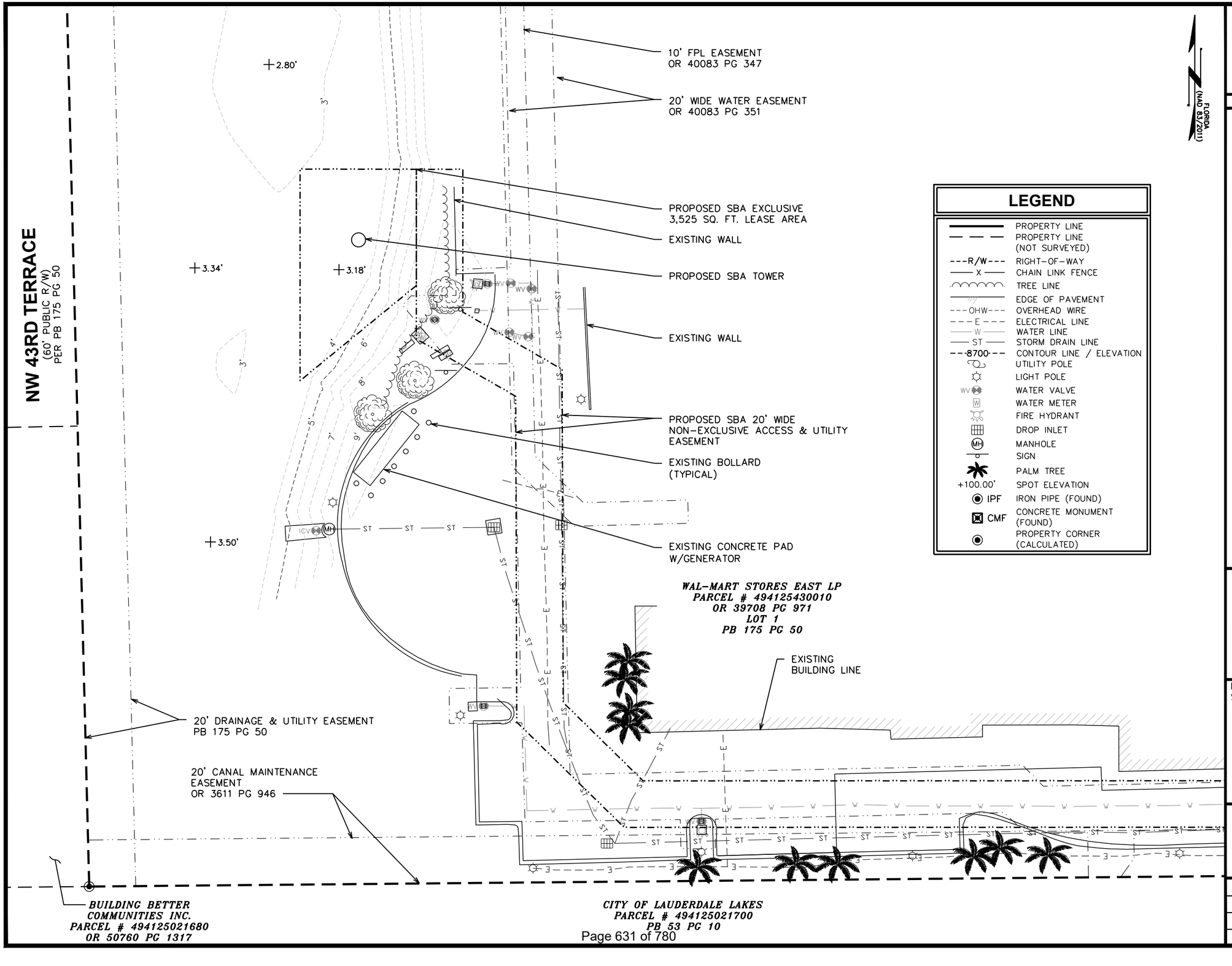
SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 120' 240'

SCALE: 1" =120'
ORIGINAL MAP SIZE 11.00" X 17.00"



LEGEND

	PROPERTY LINE
	PROPERTY LINE (NOT SURVEYED)
---R/W---	RIGHT-OF-WAY
—— X ——	CHAIN LINK FENCE
	TREE LINE
	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
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—— W ——	WATER LINE
—— ST ——	STORM DRAIN LINE
---8700---	CONTOUR LINE / ELEVATION
	UTILITY POLE
	LIGHT POLE
WV	WATER VALVE
W	WATER METER
	FIRE HYDRANT
	DROP INLET
MH	MANHOLE
	SIGN
	PALM TREE
+100.00'	SPOT ELEVATION
IPF	IRON PIPE (FOUND)
CMF	CONCRETE MONUMENT (FOUND)
	PROPERTY CORNER (CALCULATED)

TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
COA # LB8217

SHEET #: 2 OF 4 | TEP #: 275237

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

PROPOSED/PRELIMINARY TELECOMMUNICATIONS SITE SURVEY PREPARED FOR:

SBA

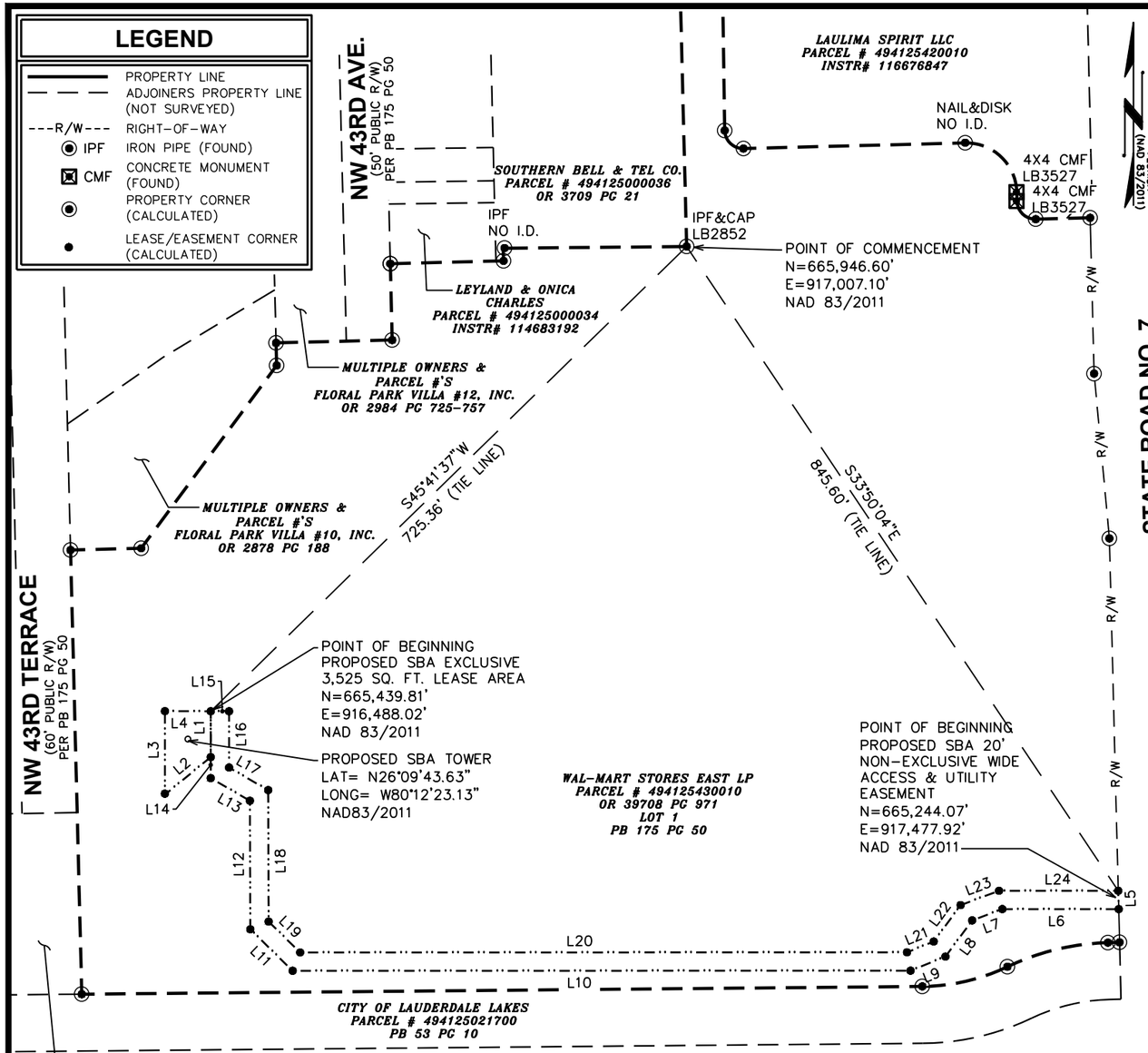
SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 40' 80'

SCALE: 1" = 40'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S00°00'22"W	50.00'	L9	S67°58'48"W	41.01'	L17	S59°59'33"E	49.30'
L2	S50°43'05"W	64.60'	L10	S89°59'13"W	674.02'	L18	S00°10'53"E	143.25'
L3	N00°00'22"E	91.00'	L11	N45°34'00"W	64.68'	L19	S45°34'00"E	48.14'
L4	S89°53'13"E	50.00'	L12	N00°10'53"W	140.11'	L20	N89°59'13"E	661.96'
L5	S01°26'31"E	20.01'	L13	N59°59'33"W	49.35'	L21	N67°58'48"E	31.48'
L6	N89°59'49"W	126.96'	L14	N00°00'22"E	72.96'	L22	N36°28'09"E	49.35'
L7	S69°29'46"W	35.12'	L15	S89°53'13"E	20.00'	L23	N69°29'46"E	44.67'
L8	S36°28'09"W	49.06'	L16	S00°00'22"W	61.37'	L24	S89°59'49"E	130.08'

LEGAL DESCRIPTION OF 3,525 SQ. FT. LEASE AREA (AS SURVEYED)

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 39708 AT PAGE 971 OF THE BROWARD COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AND CAP, STAMPED, "LB2852", SAID IRON BEING A NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 39708, PAGE 971, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,946.60', AND EASTING = 917,007.10'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 45°41'37" WEST A DISTANCE OF 725.36 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 3,525 SQ. FT. LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,439.81', AND EASTING = 916,488.02'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 00°00'22" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 50°43'05" WEST A DISTANCE OF 64.60 FEET TO A POINT; THENCE NORTH 00°00'22" EAST A DISTANCE OF 91.00 FEET TO A POINT; THENCE NORTH 89°53'13" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA CONTAINING 3,525.00 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 20' ACCESS & UTILITY EASEMENT (AS SURVEYED)

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 39708 AT PAGE 971 OF THE BROWARD COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE AND CAP, STAMPED, "LB2852", SAID IRON BEING A NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 39708, PAGE 971, HAVING FLORIDA STATE PLANE COORDINATES OF NORTHING = 665,946.60', AND EASTING = 917,007.10'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 33°50'04" EAST A DISTANCE OF 845.60 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 7, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING FLORIDA STATE PLANE COORDINATES OF: NORTHING = 665,244.07'; AND EASTING = 917,477.92'; THENCE, FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT OF WAY, SOUTH 01°26'31" EAST A DISTANCE OF 20.01 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, NORTH 89°59'49" WEST A DISTANCE OF 126.96 FEET TO A POINT; THENCE SOUTH 69°29'46" WEST A DISTANCE OF 35.12 FEET TO A POINT; THENCE SOUTH 36°28'09" WEST A DISTANCE OF 49.06 FEET TO A POINT; THENCE SOUTH 67°58'48" WEST A DISTANCE OF 41.01 FEET TO A POINT; THENCE SOUTH 89°59'13" WEST A DISTANCE OF 674.02 FEET TO A POINT; THENCE NORTH 45°34'00" WEST A DISTANCE OF 64.68 FEET TO A POINT; THENCE NORTH 00°10'53" WEST A DISTANCE OF 140.11 FEET TO A POINT; THENCE NORTH 59°59'33" WEST A DISTANCE OF 49.35 FEET TO A POINT; THENCE NORTH 00°00'22" EAST A DISTANCE OF 72.96 FEET TO A POINT; THENCE SOUTH 89°53'13" EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 00°00'22" WEST A DISTANCE OF 61.37 FEET TO A POINT; THENCE SOUTH 59°59'33" EAST A DISTANCE OF 49.30 FEET TO A POINT; THENCE SOUTH 00°10'53" EAST A DISTANCE OF 143.25 FEET TO A POINT; THENCE SOUTH 45°34'00" EAST A DISTANCE OF 48.14 FEET TO A POINT; THENCE NORTH 89°59'13" EAST A DISTANCE OF 661.96 FEET TO A POINT; THENCE NORTH 67°58'48" EAST A DISTANCE OF 31.48 FEET TO A POINT; THENCE NORTH 36°28'09" EAST A DISTANCE OF 49.35 FEET TO A POINT; THENCE NORTH 69°29'46" EAST A DISTANCE OF 44.67 FEET TO A POINT; THENCE SOUTH 89°59'49" EAST A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINING 24,729.09 SQUARE FEET OR 0.568 ACRES MORE OR LESS.

TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
COA # LB8217

SHEET #: 3 OF 4 | TEP #: 275237

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E

3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

PROPOSED/PRELIMINARY TELECOMMUNICATIONS SITE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'

SCALE: 1" = 150'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

SCHEDULE B - SECTION II EXCEPTIONS

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
COMMITMENT NO: 01-22035431-01T
COMMITMENT EFFECTIVE DATE: JULY 27, 2022 AT 7:00 AM
SCHEDULE B - SECTION II

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE BE, PART I-REQUIREMENTS ARE MET. (AFFECT PARENT PARCEL. NONE OBSERVED.)

2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

4. MECHANICS, CONTRACTORS OR MATERIAL MENS LIENS AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD. (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

5. ANY CHANGES IN TITLE OCCURRING SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENTS AND PRIOR TO THE DATE OF ISSUANCE OF THE TITLE POLICY. (AFFECT PARENT PARENT PARCEL. NONE OBSERVED.)

6. DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH MATTER VIOLATE 42 USC 3604 (c). (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

7. QUANTITY OF ACREAGE/SQUARE FOOTAGE AS SET FORTH IN SCHEDULE A, IF ANY. (AFFECT PARENT PARCEL.)

8. TAXES AND SPECIAL ASSESSMENTS FOR CURRENT TAX YEAR AND ALL SUBSEQUENT YEARS. (AFFECT PARENT PARENT PARCEL. NOT SURVEY RELATED.)

9. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE PLAT OF LAUDERDALE LAKES GATE-SECTION NO. 3, AS RECORDED IN PLAT BOOK 53, PAGE 10, RECORDED DATE 05/27/1960 IN BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

10. SUBJECT TO EASEMENT AS SET FORTH IN DEED RECORDED 03/01/1968, IN BOOK 3611, PAGE 946 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

11. ELECTRIC EASEMENT IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY, RECORDED 08/30/1972, AS BOOK 5025, PAGE 287 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

12. SUBJECT TO RIGHT OF WAY EASEMENT AND RESTRICTIONS AS SET FORTH IN DEED RECORDED 07/05/1973 AS BOOK 5116, PAGE 532 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

13. EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 07/24/1973, AS BOOK 5375, PAGE 585 OF THE BROWARD COUNTY RECORDS. (DOES NOT AFFECT PARENT PARCEL.)

14. BILL OF SALE ABSOLUTE, BY AND BETWEEN J.C. PENNEY PROPERTIES, INC., AND BROWARD COUNTY, FLORIDA, RECORDED AS BOOK 5415, PAGE 587 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

15. WATER AND SANITARY SEWAGE EASEMENT IN FAVOR OF BROWARD COUNTY, FLORIDA, RECORDED 08/22/1973 AS BOOK 5415, PAGE 590 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

16. RIGHT OF WAY EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, RECORDED 11/08/1973 IN BOOK 5518, PAGE 219 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

17. UTILITY EASEMENT RECORDED 06/21/1974 AS BOOK 5817, PAGE 74 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

18. RECIPROCAL ACCESS EASEMENT AGREEMENT, BY AND BETWEEN J.C. PENNEY PROPERTIES, INC., AND KONRAD ULMER, RECORDED 08/24/1998, IN BOOK 28785, PAGE 1202 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

19. PROFESSIONAL SURVEYOR AND MAPPER'S AFFIDAVIT, RECORDED 05/24/2005, IN BOOK 39708, PAGE 984 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

20. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED 07/15/2005, AS BOOK 40083, PAGE 347 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

21. SECURITY/LIEN AGREEMENT INSTALLATION OF REQUIRED IMPOROVEMENTS, BY AND BETWEEN BROWARD COUNTY, AND WAL-MART STORES, L.P., RECORDED 10/12/2005, IN BOOK 40716, PAGE 967 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

22. SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY AND BUILDING SETBACKS, IF ANY, AS SHOWN ON THE PLAT OF WAL-MART AT LAUDERDALE LAKES, AS RECORDED IN PLAT BOOK 175, PAGE 50, RECORDED DATE 10/12/2005 IN BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL.)

23. ORDINANCE, RECORDED 07/17/2006, IN BOOK 42408, PAGE 1 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

24. BILL OF SALE ABSOLUTE, BY AND BETWEEN WAL-MART STORES EAST, L.P., AND BROWARD COUNTY, RECORDED 07/27/2006, IN BOOK 42479, PAGE 952 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

25. AMENDMENT TO EASEMENT IN FAVOR OF BELL SOUTH TELECOMMUNICATIONS, INC., RECORDED 08/30/2007, AS BOOK 44555, PAGE 901 OF THE BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. DOES NOT AFFECT THIS SURVEY.)

26. NOTICE OF COMMENCEMENT, RECORDED 10/21/2021, AS DOCUMENT NO. 117678088 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

27. NOTICE OF COMMENCEMENT, RECORDED 10/21/2021, AS DOCUMENT NO. 117678207 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

28. NOTICE OF COMMENCEMENT, RECORDED 02/01/2022, AS DOCUMENT NO. 117905759 OF BROWARD COUNTY RECORDS. (AFFECT PARENT PARCEL. NOT SURVEY RELATED.)

TITLE PARENT PARCEL LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS:

LOT 1 OF WAL-MART AT LAUDERDALE LAKES AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 50 THROUGH 52, INCLUSIVE, PUBLIC ROADS OF BROWARD COUNTY, FLORIDA.

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM DARMAX PROPERTIES INC., A FLORIDA CORPORATION, GRANTOR, BY GENERAL WARRANTY DEED RECORDED 05/24/2005, AS BOOK 39708, PAGE 737 OF THE BROWARD COUNTY RECORDS.

BEING THE SAME PROPERTY CONVEYED TO WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, FROM HYPERNAP.COM ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GRANTOR, BY DEED RECORDED 05/24/2005, AS BOOK 39708, PAGE 971 OF THE BROWARD COUNTY RECORDS.

TAX I.D. NUMBER: 49-41-25-43-0010

TEP ENGINEERING, PLLC
5906 BRECKENRIDGE PARKWAY, SUITE A
TAMPA, FL 33610
COA # LB8217

SHEET #: 4 OF 4 | TEP #: 275237

"PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES"

FOR REVIEW PURPOSES ONLY

FL22902-S
WM 3625 LAUDERDALE LAKES
SEC. 25 - T49S - R41E
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313
BROWARD COUNTY

PROPOSED/PRELIMINARY TELECOMMUNICATIONS SITE SURVEY PREPARED FOR:

SBA

SBA TOWERS X, LLC
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

FIELD WORK PERFORMED ON: 03/22/23

0' 150' 300'

SCALE: 1" = 150'
ORIGINAL MAP SIZE 11.00" X 17.00"

REV	DATE	ISSUED FOR	INITIALS
0	04/10/2023	PRELIMINARY	TJK
1	05/31/2023	REVISIONS	DDS

NOTES:

1. FENCED SITE AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE SOFT OR LOOSE SOILS, ORGANIC MATERIAL AND OR RUBBLE TO FIRM SUBGRADE. FILL UNDERCUT UP TO 6 INCHES BELOW FINISH GRADE.
2. THE CONTRACTOR MUST CONTACT THE SURVEYOR TO STAKE OUT THE LEASE AREA AND ALL EASEMENTS PRIOR TO CONSTRUCTION. ALL FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. IF ANY ARCHAEOLOGICAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE CLIENT.
4. THE CONTRACTOR IS TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES.
5. THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW.
6. UNTIL THE COMPOUND IS SURROUNDED BY A PERMANENT FENCE, THE CONTRACTOR MUST ERECT A TEMPORARY FENCE AROUND THE TOWER AND POST A "NO TRESPASSING" SIGN. ALL CLIMBING PEGS MUST BE REMOVED UP TO 20' UNTIL A PERMANENT FENCE IS INSTALLED.
7. THE CONTRACTOR MUST ENSURE THAT ALL DELIVERY TRUCKS WILL BE ABLE TO DELIVER THE MATERIAL TO THE COMPOUND. IF THE DELIVERY TRUCKS CAN NOT ACCESS THE COMPOUND THEN THE CONTRACTOR MUST MAKE OTHER ARRANGEMENTS TO GET THE MATERIAL TO THE COMPOUND. IF THIS IS REQUIRED THE CONTRACTOR MUST CONTACT KIMLEY-HORN AND ASSOCIATES IMMEDIATELY. NO ADDITIONAL FEES WILL BE PASSED ON TO THE CLIENT.
8. PROPOSED TOWER AND FOUNDATION TO BE INSTALLED IN ACCORDANCE WITH THE TOWER MANUFACTURER PLANS PROVIDED BY CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE UNLOADING OF TOWER MATERIALS DELIVERED TO SITE BY THE TOWER MANUFACTURER.
9. CONTRACTOR MUST REFER TO THE GEOTECH REPORT FOR ALL COMPACTED FILL RECOMMENDATIONS. IF THE GEOTECH REPORT CONFLICTS WITH THE CONSTRUCTION DRAWINGS THEN STOP WORK AND CONTACT THE CLIENT AS SOON AS POSSIBLE.
10. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL DOT AND/OR COUNTY SPECIFICATIONS PRIOR TO BID AND CONSTRUCTION. IF THE SPECIFICATIONS DIFFER FROM THE CONSTRUCTION DRAWINGS, THEN THE SPECIFICATIONS WILL GOVERN. NO ADDITIONAL COSTS FOR ADHERING TO THE SPECIFICATIONS WILL BE ALLOWED AFTER THE BID HAS BEEN ISSUED AND ACCEPTED NOR WILL PROJECT DELAYS BE TOLERATED.
11. AT THE TIME THE CONSTRUCTION DRAWINGS WERE COMPLETED, KIMLEY-HORN AND ASSOCIATES DID NOT HAVE A COPY OF THE PROPOSED TOWER MANUFACTURER DRAWINGS THUS WE DO NOT KNOW THE EXACT SIZE OF THE OVERALL TOWER FOOTPRINT. THE CONTRACTOR MUST COMPARE THE CONSTRUCTION DRAWINGS WITH THE TOWER DRAWINGS PRIOR TO BID AND/OR CONSTRUCTION AND IF THEY FIND ANY DISCREPANCIES OR POSSIBLE ISSUES THEY MUST NOTIFY THE CLIENT IMMEDIATELY.

JURISDICTION	CITY OF LAUDERDALE LAKES	
ZONING	EXISTING	PROPOSED
	GENERAL BUSINESS DISTRICT (B-3)	GENERAL BUSINESS DISTRICT (B-3) – NO CHANGE
SITE AREA	EXISTING	PROPOSED
	10.5 ACRES/ 886,683 SF	10.5 ACRES/ 886,683 SF – NO CHANGE
LAND USE	EXISTING	PROPOSED
	SHOPPING CENTER	SHOPPING CENTER +WIRELESS 105'* TELECOMMUNICATIONS TOWER
TOWER SETBACKS	REQUIRED	PROPOSED
NORTH	115.5'	214'
SOUTH	115.5'	277'
EAST	115.5'	1,010'
WEST	115.5'	123'
TOWER HEIGHT	MAXIMUM**	PROPOSED
	150'	105'*
GROUND EQUIPMENT HEIGHT	MAXIMUM	PROPOSED
	10'	6'
PARKING	REQUIRED	PROPOSED
	0	0***
PLOT COVERAGE	REQUIRED	PROPOSED
	40%	NO CHANGE****
LANDSCAPED OPEN SPACE	REQUIRED	PROPOSED
	35%	NO CHANGE****

*PROPOSED WIRELESS TELECOMMUNICATIONS TOWER 100-FEET IN HEIGHT WITH ADDITIONAL 5-FEET IN HEIGHT FOR FAUX STEALTH BRANCHES FOR A TOTAL 105-FEET IN HEIGHT.

**PURSUANT TO LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS SECTION 1111.5, A TELECOMMUNICATIONS TOWER MAY BE CONSTRUCTED UP TO 150-FEET IN HEIGHT FOR THREE OR MORE WIRELESS CARRIERS. THE PROPOSED WIRELESS TELECOMMUNICATIONS TOWER IS DESIGNED FOR FOUR (4) WIRELESS CARRIERS (VERIZON, T-MOBILE, AT&T, AND DISH).

***EXISTING UNASSIGNED, PAVED WALMART PARKING TO BE UTILIZED FOR INFREQUENT TOWER AND EQUIPMENT MAINTENANCE.

****REFER TO "IMPERVIOUS SURFACE NARRATIVE" DOCUMENT DATE 04/02/2025 (BY TEP OPCO)

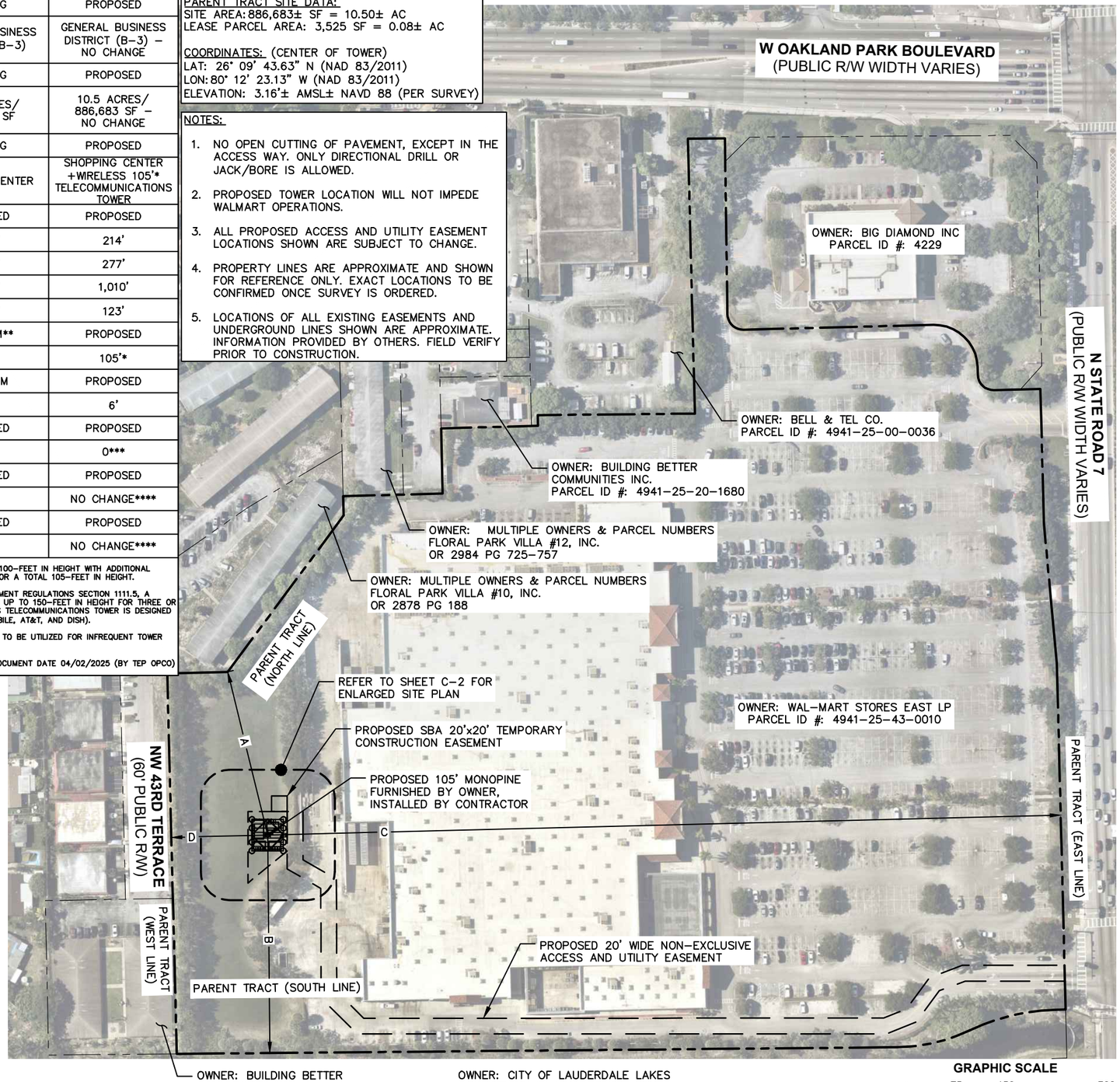
PARENT TRACT DETAIL(SEE SURVEY)

PARENT TRACT SITE DATA:
SITE AREA: 886,683± SF = 10.50± AC
LEASE PARCEL AREA: 3,525 SF = 0.08± AC

COORDINATES: (CENTER OF TOWER)
LAT: 26° 09' 43.63" N (NAD 83/2011)
LON: 80° 12' 23.13" W (NAD 83/2011)
ELEVATION: 3.16'± AMSL± NAVD 88 (PER SURVEY)

NOTES:

1. NO OPEN CUTTING OF PAVEMENT, EXCEPT IN THE ACCESS WAY. ONLY DIRECTIONAL DRILL OR JACK/BORE IS ALLOWED.
2. PROPOSED TOWER LOCATION WILL NOT IMPEDE WALMART OPERATIONS.
3. ALL PROPOSED ACCESS AND UTILITY EASEMENT LOCATIONS SHOWN ARE SUBJECT TO CHANGE.
4. PROPERTY LINES ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. EXACT LOCATIONS TO BE CONFIRMED ONCE SURVEY IS ORDERED.
5. LOCATIONS OF ALL EXISTING EASEMENTS AND UNDERGROUND LINES SHOWN ARE APPROXIMATE. INFORMATION PROVIDED BY OTHERS. FIELD VERIFY PRIOR TO CONSTRUCTION.



GRAPHIC SCALE
0 75 150 300
(IN FEET)

FLOOD ZONE INFORMATION:

FLOOD ZONE:	X 0.2% ANNUAL CHANCE FLOOD HAZARD
PANEL NUMBER:	12011C0362J
EFFECTIVE DATE:	07/31/2024
FLOOD ELEV.	N/A

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845-0665
WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
1	07/14/25	ISSUED FOR REVIEW

SITE NAME:
LAUDERDALE LAKES

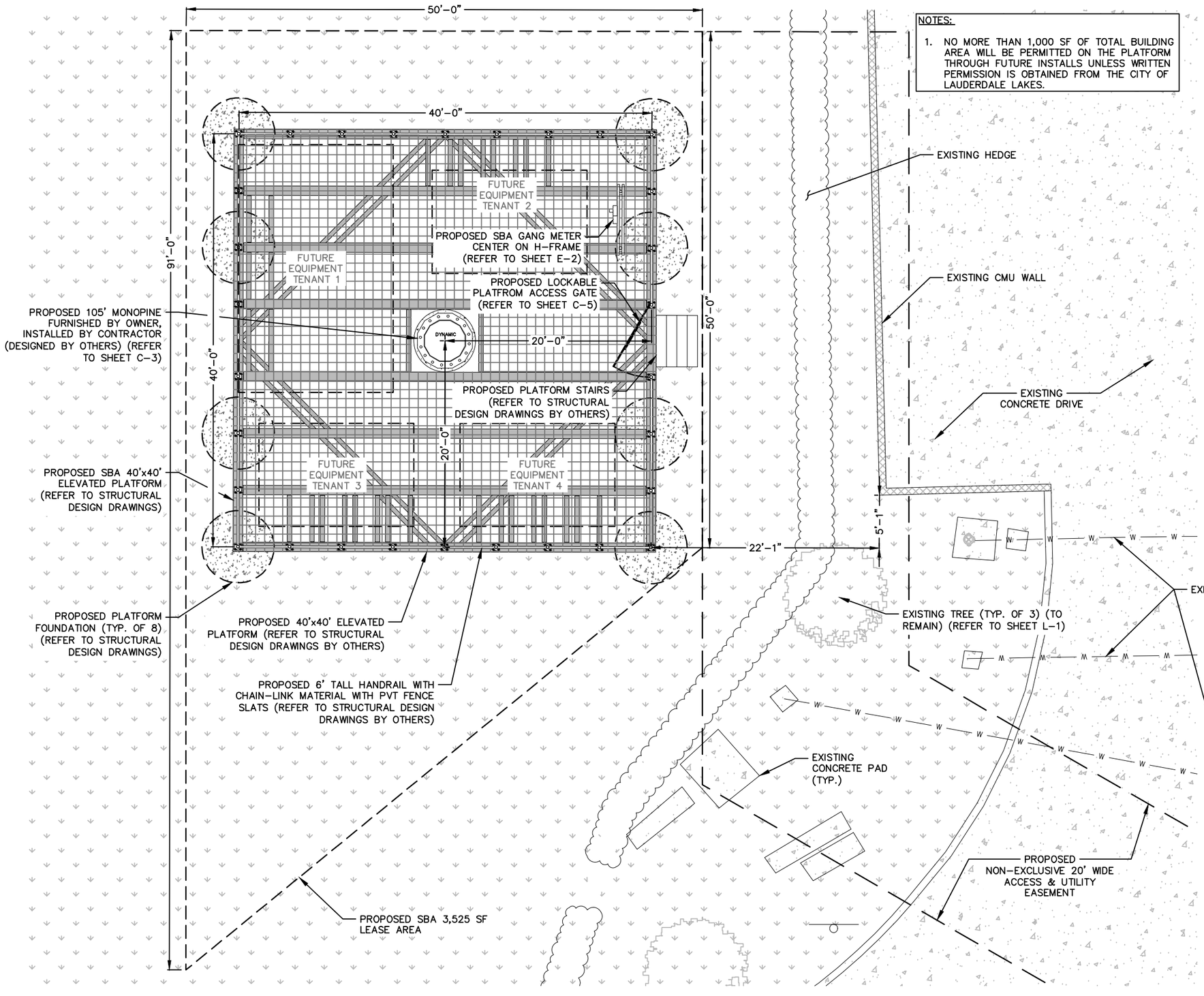
SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

DESIGN TYPE:
RAWLAND

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER: C-1
REVISION: 0



NOTES:

1. NO MORE THAN 1,000 SF OF TOTAL BUILDING AREA WILL BE PERMITTED ON THE PLATFORM THROUGH FUTURE INSTALLS UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE CITY OF LAUDERDALE LAKES.

GRAPHIC SCALE

0 5 10 20

(IN FEET)

1 ENLARGED SITE PLAN

SCALE: 1" = 10'

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845-0665
WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

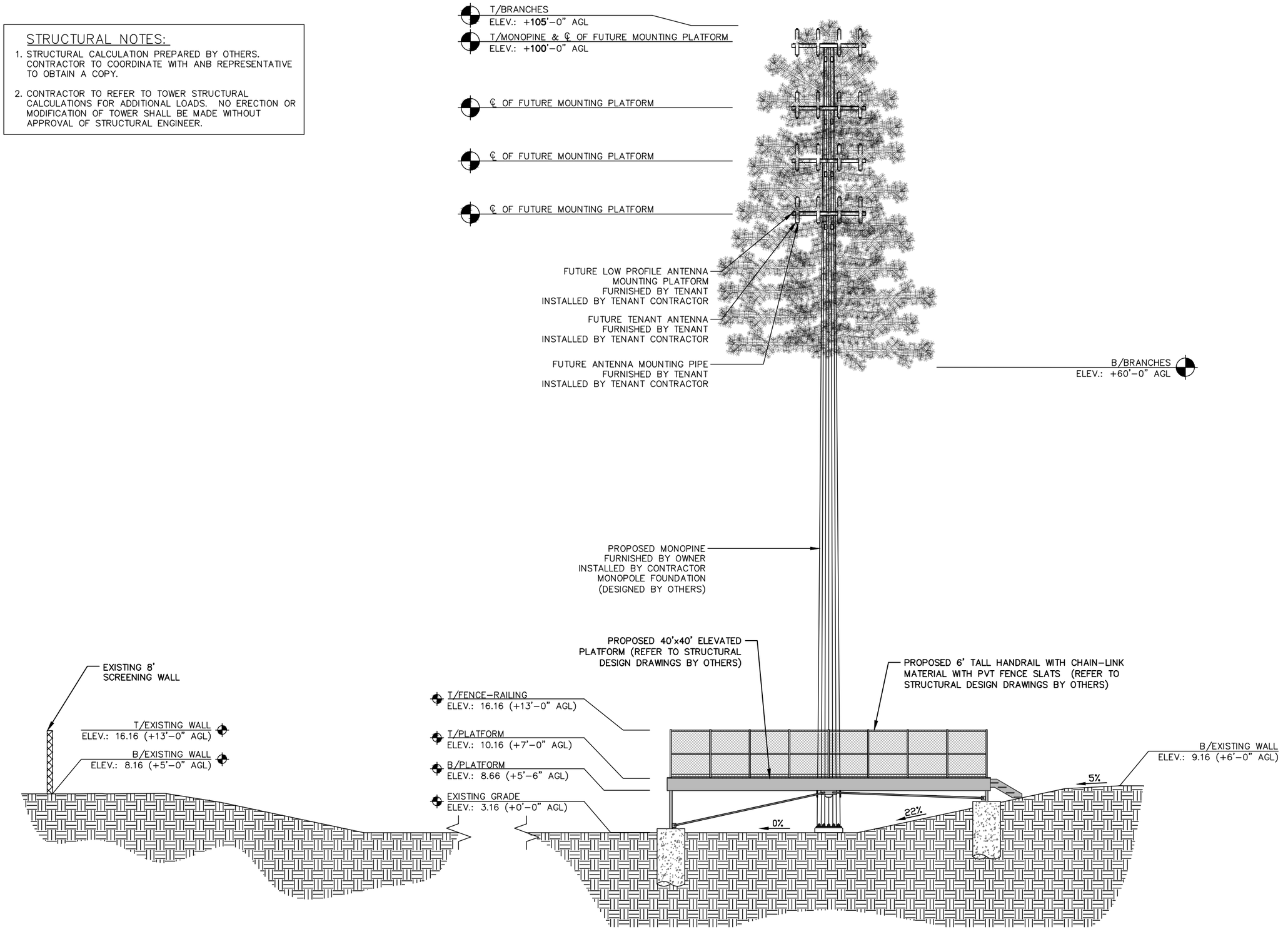
SHEET TITLE: ENLARGED SITE PLAN

SHEET NUMBER: C-2

REVISION: 0

STRUCTURAL NOTES:

1. STRUCTURAL CALCULATION PREPARED BY OTHERS. CONTRACTOR TO COORDINATE WITH ANB REPRESENTATIVE TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



1 ELEVATION VIEW (FACING NORTH)

SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
1920 WEKIVA WAY
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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

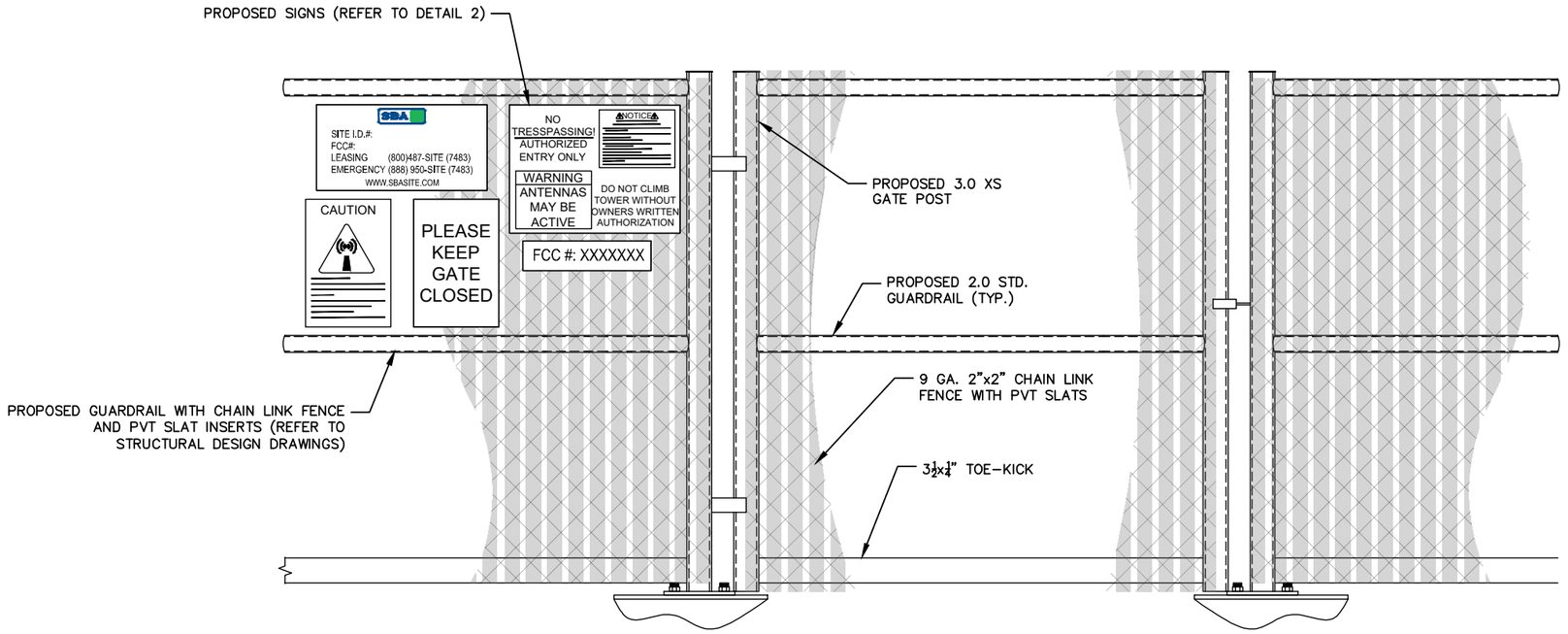
SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

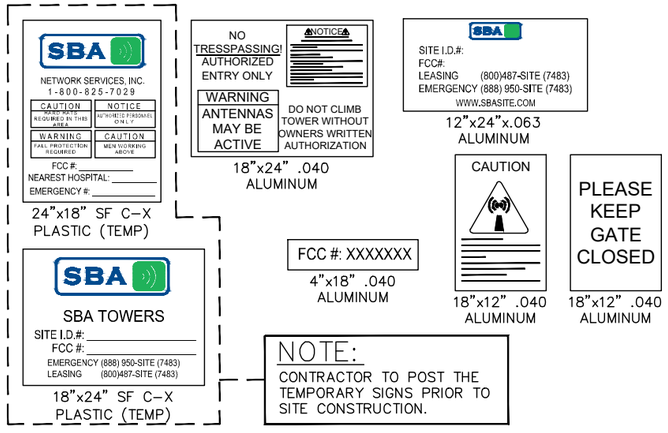
SHEET TITLE: SITE ELEVATIONS

SHEET NUMBER: C-3

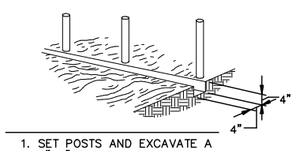
REVISION: 0



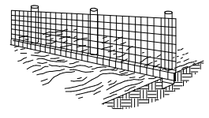
1 FENCE GATE DETAIL



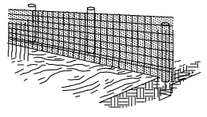
2 SIGNS DETAIL



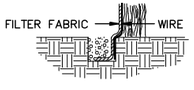
1. SET POSTS AND EXCAVATE A 4"X4" TRENCH UPSLOPE ALONG POSTS.



2. STAPLE WIRE FENCING TO THE LINE OF POSTS.



3. ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND EXTEND IT INTO THE TRENCH.



4. EXTENSION OF FABRIC AND WIRE INTO THE TRENCH

SILT FENCE

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION. INSTALL SILT FENCE AS SHOWN WHERE ADDITIONALLY REQUIRED FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS, AND WATERWAYS.
2. CONTRACTOR SHALL INSPECT INSTALLED EROSION CONTROL DEVICE WEEKLY DURING CONSTRUCTION AND AFTER HEAVY RAINS FOR DAMAGE OR EXCESSIVE SILTATION. MAINTENANCE SHALL INCLUDE CLEANING BUILT-UP SEDIMENT BEHIND THE BARRIERS AND/OR REPLACING DAMAGED SECTIONS.
3. THE EROSION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL PERMANENT STABILIZATION IS ESTABLISHED.
4. HAY BALES SHALL NOT BE USED AS EROSION CONTROL.
5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING SITE FREE OF DRAINAGE PROBLEMS.
6. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES FOR CONSTRUCTION TO PREVENT THE DIVERSION OF SEDIMENT LADEN STORM WATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE CONSTRUCTION SITE.
7. CONTRACTOR SHALL PREVENT TRACKING OF SEDIMENT OUTSIDE OF CONSTRUCTION LIMITS. THIS MAY REQUIRE CLEANING AND/OR WASHING OF DEBRIS AND SEDIMENT FROM ALL VEHICLES PRIOR TO EXITING THE SITE. ANY SEDIMENT DEPOSITED ON THE ROADWAY SHALL BE SWEPT AS NECESSARY THROUGHOUT THE DAY OR AT THE END OF EVERY DAY AND DISPOSED OF IN AN APPROPRIATE MANNER. SEDIMENT SHALL NOT BE WASHED INTO STORM SEWER SYSTEMS.
8. ANY DEBRIS AND/OR SEDIMENT EXITING THE SITE DUE TO TRACKING OR FAILURE OF A SITE BMP SHALL BE CLEANED IMMEDIATELY BY THE CONTRACTOR BY A METHOD OTHER THAN FLUSHING. CONTRACTOR SHALL ALSO IMMEDIATELY REPAIR ANY BMPS THAT HAVE FAILED AND/OR INSTALL ADDITIONAL BMPS TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE.

3 EROSION CONTROL DETAIL

SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn
1920 WEKIVA WAY
WEST PALM BEACH, FL 33411
(561) 845-0665
WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

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A&E PROJECT #:	241149179
DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

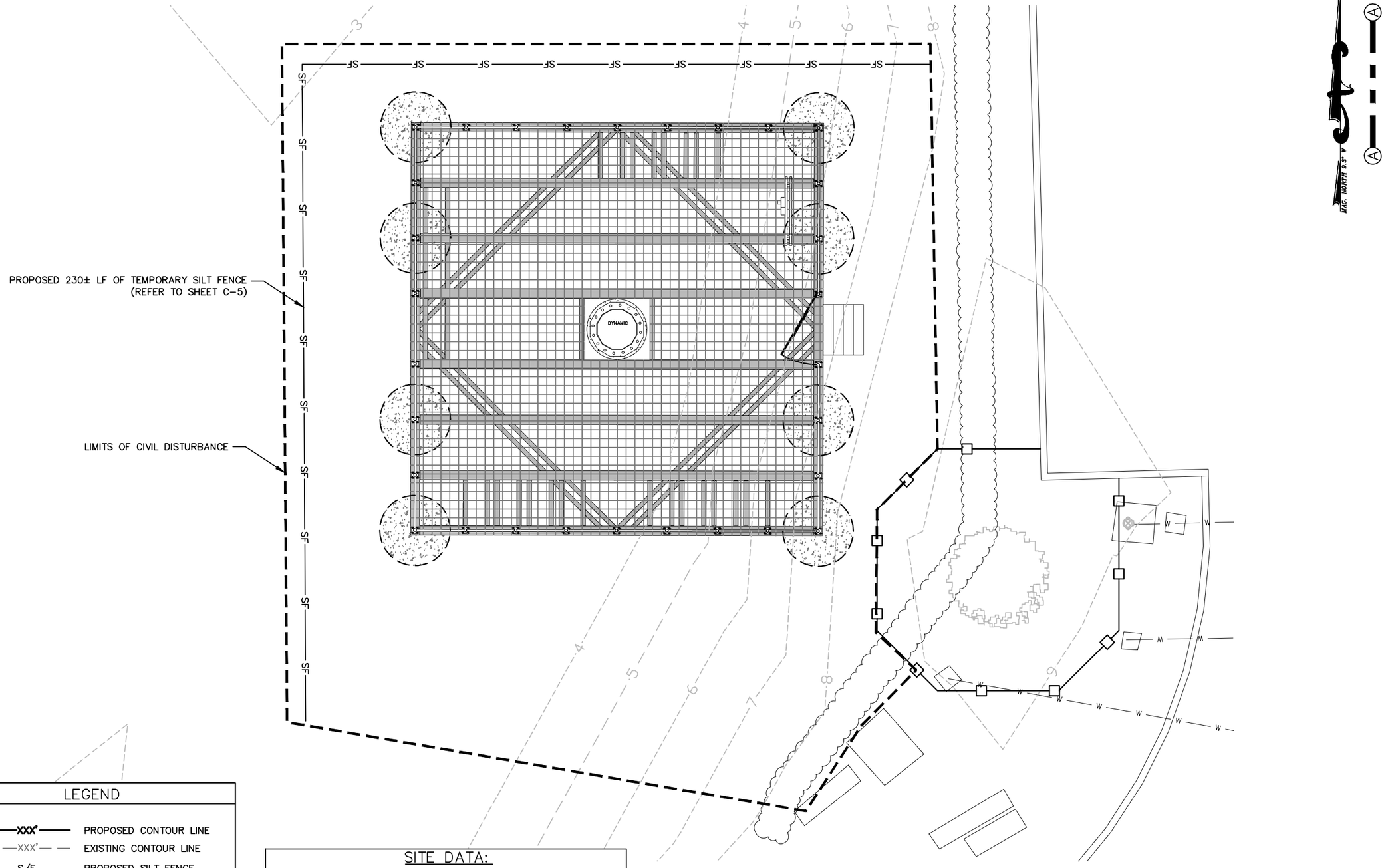
SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

SHEET TITLE: SITE DETAILS

SHEET NUMBER: C-4

REVISION: 0



LEGEND

XXX'	PROPOSED CONTOUR LINE
XXX'	EXISTING CONTOUR LINE
S/F	PROPOSED SILT FENCE
125	SPOT ELEVATION
ME 125	MATCH EXISTING
2.00%	SLOPE ARROW
	LIMITS OF CIVIL DISTURBANCE

SITE DATA:

TOTAL PARCEL AREA:	20.35 ACRES± – 886,557 SF
REMOVED IMPERVIOUS:	0 ACRES ± – 0 SF
PROPOSED IMPERVIOUS:	0.002 ACRES± – 105 SF
TOTAL PROPOSED DISTURBED AREA:	.102 ACRES± – 4,467 SF
SOIL TYPES:	CECIL SANDY CLAY LOAM, URBAN LAND

1 SITE GRADING PLAN

SCALE: 1" = 10'

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

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DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

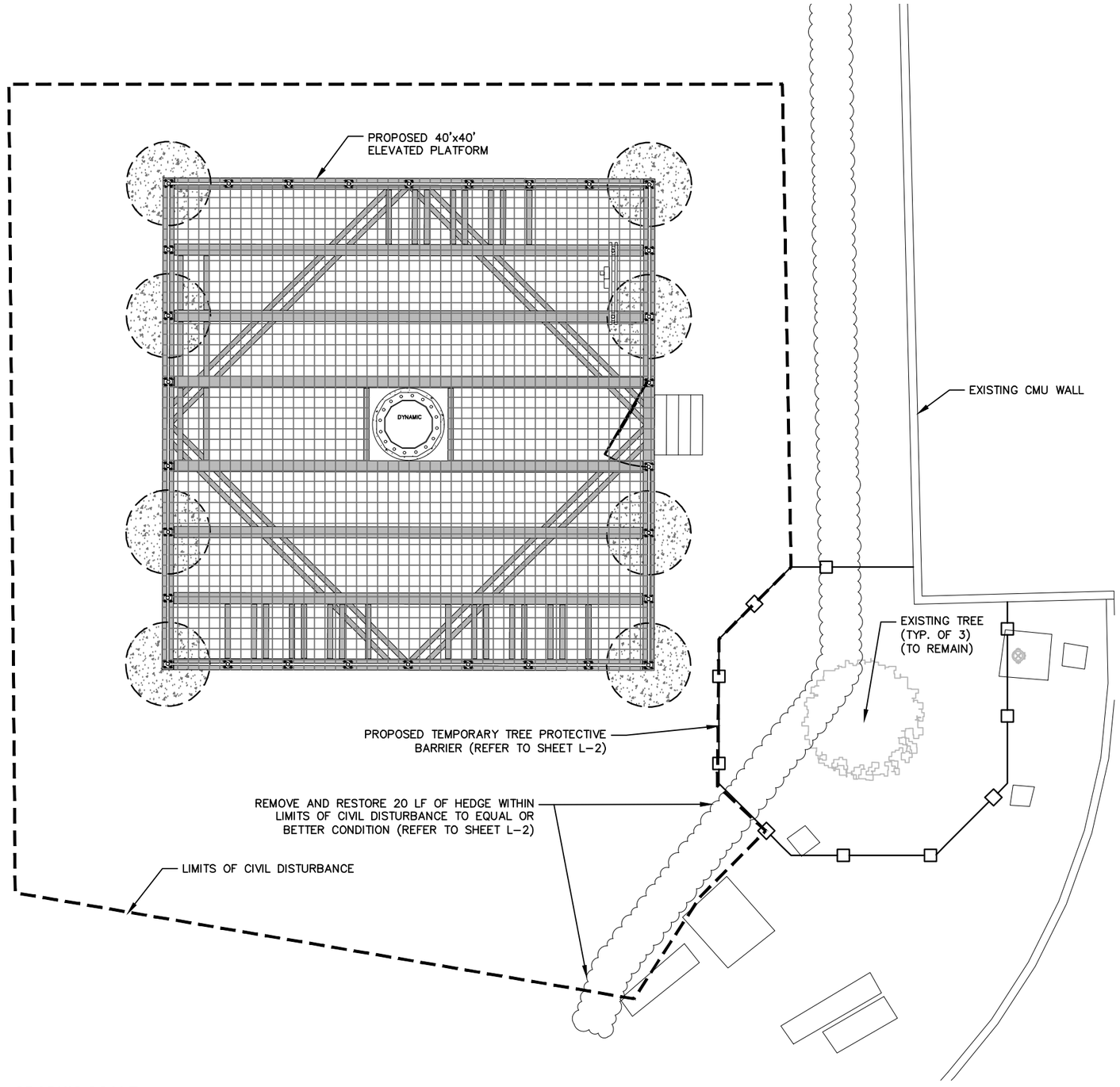
SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

SHEET TITLE: EROSION CONTROL PLAN

SHEET NUMBER: C-5

REVISION: 0



GRAPHIC SCALE

0 5 10 20

(IN FEET)

NOTES:

1. RESTORE ALL MISSING,DEAD, AND DYING LANDSCAPING (INCLUDING SOD) WITHIN SCOPE OF WORK AND LANDSCAPE BUFFERS THAT ARE ADJACENT TO RESIDENTIAL ZONING.

2. ANY PRESERVED OR RELOCATED TREE MUST BE PROTECTED BY A BARRICADE/BARRIER PRIOR TO THE COMMENCEMENT OF ANY WORK AND SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

LANDSCAPE INSTALLATION NOTES:

1. ALL PLANT MATERIALS SHALL BE FLORIDA #1 OR BETTER AS GIVEN IN, GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

2. SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED. TRUNK CALIPER IS MEASURED SIX INCHES ABOVE THE GROUND ON TREES.

3. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY, AND WEED FREE CONDITION.

4. IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO ENSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMUM GROWTH OF LANDSCAPE MATERIAL BEFORE INSTALLATION BEGINS.

5. THE CONTRACTOR SHALL ENSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS OTHER WASTE MATERIALS TO A DEPTH OF 24" PRIOR TO LANDSCAPE INSTALLATION.

6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. PLANT MATERIAL IS TO BE LOCATED SUCH THAT IT WILL NOT INTERFERE WITH ANY UNDERGROUND OR OVERHEAD UTILITIES. TREES CANNOT BE PLANTED AROUND, OVER, OR UNDER ANY EXISTING OR PROPOSED POWER LINES. THIS INCLUDES ANY LINES DESIGNED AFTER FINAL SITE PLAN APPROVAL.

7. ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE AND THEN TOP-DRESSED WITH 3" DEEP PINE BARK MULCH. ALL PROPOSED TREES SHALL HAVE A TREE RING WITH A MINIMUM 24" RADIUS, ALL PROPOSED TREES AND PALMS SHALL BE STAKED.

8. TREES, SHRUBS AND GROUND COVER SHALL BE INSTALLED USING THE FOLLOWING PROCEDURE: PLANT PITS SHALL BE EXCAVATED TO TWICE THE DIAMETER OF THE PLANT ROOT BALL. AERATE EXISTING SOIL BEFORE BACKFILLING PIT. ADD AGRIFORM FERTILIZER TABLETS TO EACH PLANT PIT, AS PER THE SPECIFICATIONS.

9. TREE INSTALLATION: ALL REQUIRED TREES SHALL BE INSTALLED 1" – 2" ABOVE FINISH GRADE. TREES INSTALLED OR BURIED TOO DEEP SHALL BE RESET TO THIS STANDARD. REMOVE THE TOP 1/3 OF THE WIRE BASKETS ON ALL B & B STOCK.

10. THE CONTRACTOR MUST MAINTAIN THE LANDSCAPING FOR 1 YEAR FROM THE DATE OF CONSTRUCTION COMPLETION. THIS INCLUDES BUT IS NOT LIMITED TO WATERING AND INSURING THAT THE LANDSCAPING DOES NOT DIE. IF ANY OF THE LANDSCAPING DIES WITHIN THE 1 YEAR TIME FRAME, THE CONTRACTOR MUST REPLACE IT WITH EQUIVALENT LANDSCAPING. LOCAL JURISDICTION WATERING GUIDELINES SHALL BE FOLLOWED THOROUGHLY. LANDSCAPED AREAS MUST BE 100% IRRIGATED THROUGHOUT THE ESTABLISHMENT PERIOD.

11. CONTRACTOR MUST CONFIRM LANDSCAPE REQUIREMENTS AND SPECIFICATIONS WITH LOCAL JURISDICTION.

SBA

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
TEL: (800) 487-7483

Kimley»Horn

1920 WEKIVA WAY
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WWW.KIMLEY-HORN.COM
FBPE REGISTRY NO. 696

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CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME:
LAUDERDALE LAKES

SITE NUMBER:
FL22902-S

SITE ADDRESS:
3001 NORTH STATE ROAD #7
LAUDERDALE LAKES, FL 33313

DESIGN TYPE:
RAWLAND

SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER: L-1

REVISION: 0

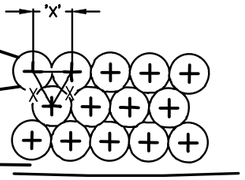
1 LANDSCAPE PLAN

SCALE" 1" = 10'

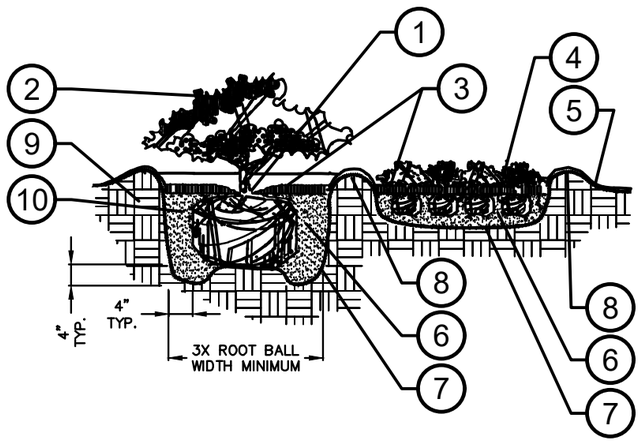
BEST FACE OF SHRUB/ GROUNDCOVER TO FACE FRONT OF PLANTING BED.

REFER TO PLANT SCHEDULE FOR SPACING.

MAINTAIN 12" DEAD ZONE AT BED EDGE.



PLAN



SECTION

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" – 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND–COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

1 TYPICAL SHRUB SCALE: N.T.S.

Protective Barrier Requirements and Specifications for Existing Trees to Remain

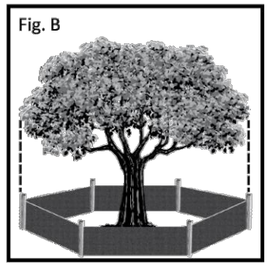
Protective Barriers are used during land alteration and construction activities to protect trees and natural areas to be retained on a site. Protective barriers must be erected around trees to be retained within an area where land alteration and construction activities will occur as well as along natural areas where such areas are adjacent to permitted land alteration or construction activities. A protective barrier must remain in place until the land alteration and construction activities are completed or until commencement of grade finishing and sodding. No ground disturbance must occur within the barricaded area. The following represents the County's minimum protective barrier specifications.

Fig. A

1. **Trees** – To restrict access into the area within the canopy dripline of a tree, a physical structure not less than 3 feet in height, comprised of wood or other suitable material, is placed around the tree at the canopy dripline, except where land alteration or construction activities are approved within the canopy dripline. The canopy dripline of a tree is the imaginary, vertical line that extends downward from the outermost tips of the tree's branches to the ground, as shown in Figure A.

Barrier Specifications for Trees: Four corner upright stakes of no less than 2"x 2" lumber connected by horizontal members of no less than 1"x 4" lumber; or upright stakes spaced at 5' intervals of no less than 2"x 2" lumber connected by silt screen fabric or material of comparable durability, as shown in Figure B.

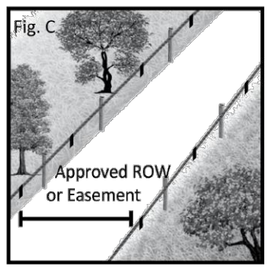
Fig. B



2. **Natural Areas** – To restrict access into areas where land alteration and construction activities are not authorized a physical structure not less than 3 feet in height is placed along the perimeter of such areas.

Barrier Specifications for Natural Areas: Upright stakes of no less than 2"x 2" lumber spaced no more than 25' apart and connected by twine flagged with plastic surveying tape at regular intervals of 5-10', as shown in Figure C. Other methods of demarcation will be considered depending upon the characteristics of the site.

Fig. C



Why a Barrier?

1. To protect all above ground portions of trees and other significant vegetation from mechanical damage.
2. To protect root systems from compaction.
3. To provide awareness of protected areas to equipment operators.

1 TREE PROTECTIVE BARRIER SCALE: N.T.S.

SBA TOWERS X, LLC.
8051 CONGRESS AVENUE
BOCA RATON, FL 33487
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FBPE REGISTRY NO. 696

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DRAWN BY:	JDS
CHECKED BY:	SHM
REV. 0 BY:	-

REVISIONS

NO.	DATE	DESCRIPTION
0	07/14/25	ISSUED FOR REVIEW

SITE NAME: LAUDERDALE LAKES

SITE NUMBER: FL22902-S

SITE ADDRESS: 3001 NORTH STATE ROAD #7 LAUDERDALE LAKES, FL 33313

DESIGN TYPE: RAWLAND

SHEET TITLE: LANDSCAPING DETAILS

SHEET NUMBER: L-2

REVISION: 0

Tower Engineering Professionals, Inc.
326 Tryon Road
Raleigh, NC 27603
(919) 661-6351
jcarden@tepgroup.net

Date: **May 31, 2024**

Broward County Department of Planning and Environmental Protection
1 N University Dr Suite 203
Plantation, FL 33324
(954) 519-1260

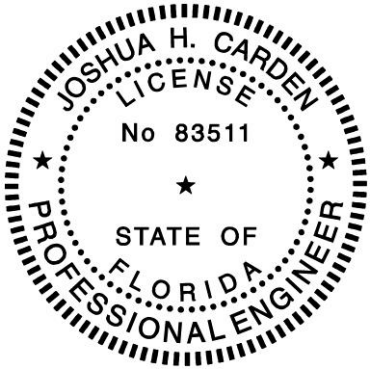
Subject:	**Dry Detention Pond Analysis Report**	
Tower Owner Designation:	***SBA Site Name:***	***WM 3625 Lauderdale Lakes***
Engineering Firm Designation:	**TEP Project Number:**	***275237***
Site Data:	**3001 N State Rd No.7, Lauderdale Lakes, Florida 33313**	

To whom it may concern,

Tower Engineering Professionals is pleased to submit this **"Detention Pond Analysis Report"** regarding the proposed wireless telecommunications facility.

The purpose of the report is to provide stormwater calculations for the existing detention pond and a narrative of the proposed development to display that the proposed wireless telecommunications facility will not alter the desired function of the existing detention pond. Based on our analysis we have determined that the development does result in a negligible net decrease in pond storage therefore the function of the existing pond will not be altered due to the construction of the proposed facility.

Respectfully submitted by



Digital Seal:
This document has been digitally signed and sealed by Joshua H. Carden using digital signature and date. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

May 31, 2024

Joshua H. Carden, P.E.
Tower Engineering Professionals, Inc.

TABLE OF CONTENTS

1) INTRODUCTION

2) EXISITNG POND VOLUME REQUIREMENTS

3) PROPOSED POND VOLUME REQUIREMENTS

APPENDIX A

EXISTING POND OUTFLOW

PROPOSED POND OUTFLOW

1) INTRODUCTION

The proposed telecommunication facility is located at 3001 N State Rd No.7, Lauderdale Lakes, Florida 33313. The 20.70-acre parent parcel currently contains 5.42 acres of rooftop, 11.10 acres of impervious surface, 2.66 acres of pervious surface and 1.52 acres of detention area. The site is in an area of minimal flooding, Zone "AE", according to FEMA panel #12011C0362H, dated August 18, 2014.

The proposed telecommunications facility will be located on the east edge of the existing detention pond. The facility will be built utilizing an elevated 40'x40' platform 2' above the edge of the pond. This site will be accessed utilizing a staircase from the edge of the pond to the platform. The tower will have a 10'x10' foundation from the bottom stage of the pond to the platform elevation. The platform will have 5' diameter footers spaced every 10' along the edge of the platform. Although the platform design is not yet complete and subject to change, the dimensions and quantities provided represent conservatives estimates that the final design will not exceed without a stormwater report revision subject to City review. These foundations will have a minimal impact on the existing storage of the pond and the existing function. The storage of the pond will be reduced by 0.0174 ac-ft. The existing site dimensions, stormwater requirements, and methodology provided in this report were taken from the original calculations for the existing development by Kimley-Horn and associates dated January 5th, 2005.

2) EXISITNG POND REQUIREMENTS

Required Treatment Volume:

Site area for water quality = total project - roof = 20.70 ac - 5.42 ac = **15.28 ac**

Impervious Area for Water Quality = 15.28 ac - (2.66 ac + 1.52 ac) = **11.10 ac**

Percent Impervious for Water Quality = (11.10 ac / 15.28 ac) x 100% = **72.5%**

Water Quality Treatment Required = 2.5" x 0.725 = **1.82 inches**

Volume Required for Water Quality Detention = 1.82" x (20.70 ac) / 12" x 0.75 = **2.35 ac-ft**

Required Pre-Treatment Volume = 0.5" x 20.70 ac / 12" = **0.86 ac-ft**

Required Total Treatment Required = 2.35 ac-ft - 0.86 ac-ft = **1.49 ac-ft**

Existing Dry Pond Stage-Storage:

Stage	Exisitng Total Volume (Acre-Ft)	Exisitng Total Volume (Cu. Ft.)	Exisitng Stage Volume (Cu. Ft.)	Exisitng Stage Volume (Cu. Ft.)
3	0.0000	0.0	0	0.0
4	1.5100	65775.6	1.51	65775.6
5	3.2100	139827.6	1.7	74052.0
6	5.1300	223462.8	1.92	83635.2
7	7.2500	315810.0	2.12	92347.2
8	9.5800	417304.8	2.33	101494.8

Required Storage = 1.49 ac-ft
Provided Storage = 1.51 ac-ft
1.51 ac-ft > 1.49 ac-ft

3) PROPOSED POND REQUIREMENTS

Required Treatment Volume:

Site area for water quality = total project - roof = 20.70 ac - 5.42 ac = **15.28 ac**

Impervious Area for Water Quality = 15.28 ac - (2.66 ac + 1.52 ac) = **11.10 ac**

Percent Impervious for Water Quality = (11.10 ac / 15.28 ac) x 100% = **72.5%**

Water Quality Treatment Required = 2.5" x 0.725 = **1.82 inches**

Volume Required for Water Quality Detention = 1.82" x (20.70 ac) / 12" x 0.75 = **2.35 ac-ft**

Required Pre-Treatment Volume = 0.5" x 20.70 ac / 12" = **0.86 ac-ft**

Required Total Treatment Required = 2.35 ac-ft - 0.86 ac-ft = **1.49 ac-ft**

Proposed Platform Foundation Size:

Stage	Proposed Total Foundation Volume (Acre-Ft)	Proposed Total Foundation Volume (Cu. Ft.)	Proposed Foundation Volume (Acre-Ft)	Proposed Foundation Volume (Cu. Ft.)
3	0.0000	0.0	0.0000	0.0
4	0.0067	291.7	0.0067	291.7
5	0.0136	593.8	0.0069	302.1
6	0.0148	645.0	0.0079	342.9
7	0.0162	705.8	0.0083	362.9
8	0.0174	755.8	0.0090	392.9

Adjusted Dry Pond Stage-Storage:

Stage	Proposed Total Volume (Acre-Ft)	Proposed Total Volume (Cu. Ft.)	Proposed Stage Volume (Cu. Ft.)	Proposed Stage Volume (Cu. Ft.)
3	0.0000	0.0	0.0000	0.0
4	1.5033	65483.9	1.5033	65483.9
5	3.1964	139233.8	1.6931	73749.9
6	5.1152	222817.8	1.9121	83292.3
7	7.2338	315104.2	2.1117	91984.3
8	9.5626	416549.0	2.3210	101101.9

Required Storage = 1.49 ac-ft

Provided Storage = 1.50 ac-ft

1.50 ac-ft > 1.49 ac-ft

APPENDIX A

EXISITNG AND PROPOSED POND OUTFLOWS

Summary for Pond 1P: Existing Dry Detention Pond

Inflow Area = 20.100 ac, 24.48% Impervious, Inflow Depth = 5.34"
Inflow = 148.78 cfs @ 12.01 hrs, Volume= 8.939 af
Outflow = 2.19 cfs @ 18.63 hrs, Volume= 7.415 af, Atten= 99%, Lag= 397.2 min
Primary = 2.19 cfs @ 18.63 hrs, Volume= 7.415 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs
Peak Elev= 6.82' @ 18.63 hrs Storage= 6.872 af

Plug-Flow detention time= 1,386.4 min calculated for 7.415 af (83% of inflow)
Center-of-Mass det. time= 1,310.5 min (2,084.1 - 773.6)

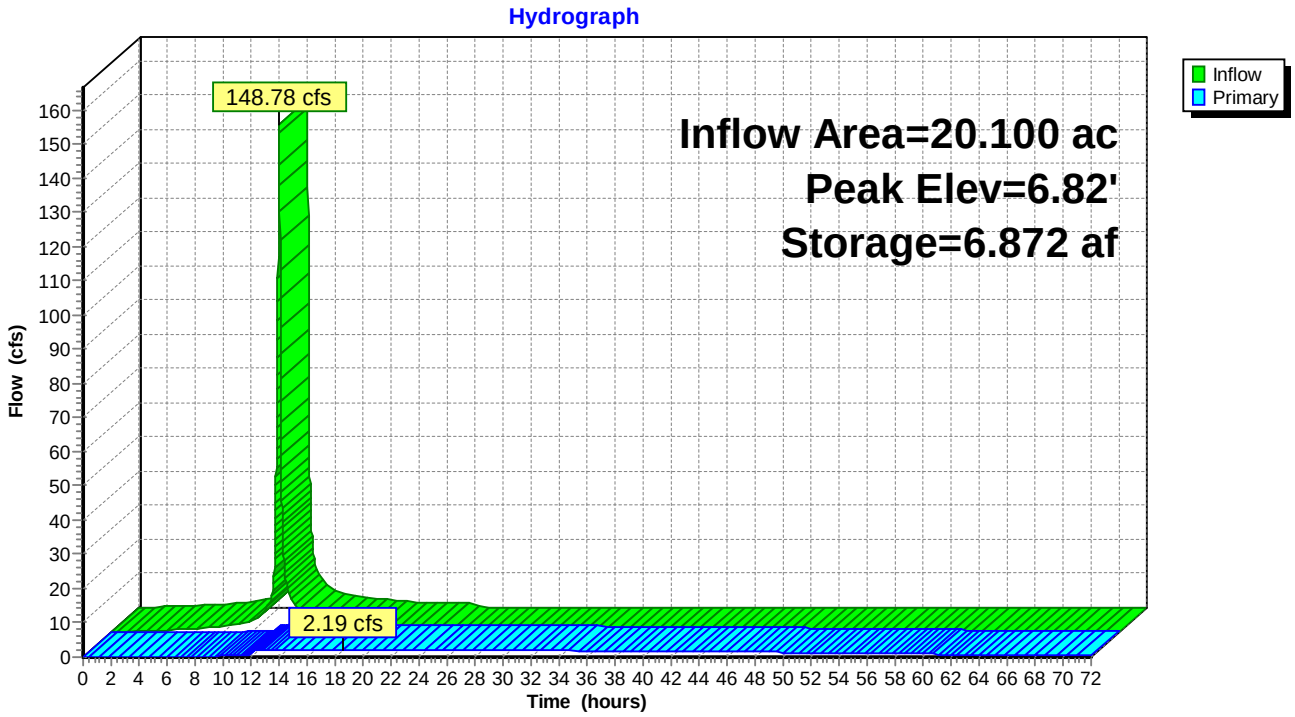
Volume	Invert	Avail.Storage	Storage Description
#1	3.00'	9.580 af	**Custom Stage Data** Listed below

Elevation (feet)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
3.00	0.000	0.000
4.00	1.510	1.510
5.00	1.700	3.210
6.00	1.920	5.130
7.00	2.120	7.250
8.00	2.330	9.580

Device	Routing	Invert	Outlet Devices
#1	Primary	3.00'	**12.0" Round Culvert** L= 50.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 3.00' / 2.50' S= 0.0100 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf
#2	Device 1	7.35'	**36.0" x 36.0" Horiz. Weir 1** C= 0.600 Limited to weir flow at low heads
#3	Device 1	3.00'	**4.2" Vert. Weir 2** C= 0.600 Limited to weir flow at low heads
#4	Device 1	4.00'	**6.0" W x 4.0" H Vert. Weir 3** C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=2.19 cfs @ 18.63 hrs HW=6.82' (Free Discharge)
└**1=Culvert** (Passes 2.19 cfs of 6.82 cfs potential flow)
  ├**2=Weir 1** (Controls 0.00 cfs)
  ├**3=Weir 2** (Orifice Controls 0.88 cfs @ 9.20 fps)
  └**4=Weir 3** (Orifice Controls 1.31 cfs @ 7.84 fps)

Pond 1P: Existing Dry Detention Pond



Hydrograph for Pond 1P: Existing Dry Detention Pond

Time (hours)	Inflow (cfs)	Storage (acre-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0.000	3.00	0.00
2.00	0.35	0.017	3.01	0.00
4.00	0.76	0.111	3.07	0.01
6.00	1.17	0.264	3.17	0.07
8.00	1.60	0.474	3.31	0.17
10.00	3.23	0.822	3.54	0.28
12.00	**147.38**	3.592	5.20	1.47
14.00	**5.14**	6.471	6.63	2.12
16.00	3.12	6.779	6.78	2.18
18.00	2.39	**6.867**	**6.82**	**2.19**
20.00	1.75	**6.848**	**6.81**	**2.19**
22.00	1.58	6.760	6.77	2.17
24.00	1.46	6.653	6.72	2.15
26.00	0.00	6.321	6.56	2.09
28.00	0.00	5.980	6.40	2.03
30.00	0.00	5.649	6.24	1.97
32.00	0.00	5.329	6.09	1.91
34.00	0.00	5.019	5.94	1.84
36.00	0.00	4.721	5.79	1.77
38.00	0.00	4.434	5.64	1.70
40.00	0.00	4.159	5.49	1.63
42.00	0.00	3.896	5.36	1.56
44.00	0.00	3.644	5.23	1.49
46.00	0.00	3.404	5.10	1.42
48.00	0.00	3.175	4.98	1.34
50.00	0.00	2.960	4.85	1.26
52.00	0.00	2.758	4.73	1.18
54.00	0.00	2.570	4.62	1.10
56.00	0.00	2.395	4.52	1.01
58.00	0.00	2.236	4.43	0.92
60.00	0.00	2.092	4.34	0.82
62.00	0.00	1.966	4.27	0.71
64.00	0.00	1.857	4.20	0.62
66.00	0.00	1.761	4.15	0.55
68.00	0.00	1.675	4.10	0.49
70.00	0.00	1.597	4.05	0.45
72.00	0.00	1.524	4.01	0.43

Summary for Pond 1P: Proposed Dry Detention Pond

Inflow Area = 20.100 ac, 24.48% Impervious, Inflow Depth = 5.34"
Inflow = 148.78 cfs @ 12.01 hrs, Volume= 8.939 af
Outflow = 2.20 cfs @ 18.62 hrs, Volume= 7.425 af, Atten= 99%, Lag= 396.4 min
Primary = 2.20 cfs @ 18.62 hrs, Volume= 7.425 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.01 hrs
Peak Elev= 6.83' @ 18.62 hrs Storage= 6.869 af

Plug-Flow detention time= 1,384.8 min calculated for 7.424 af (83% of inflow)
Center-of-Mass det. time= 1,309.5 min (2,083.1 - 773.6)

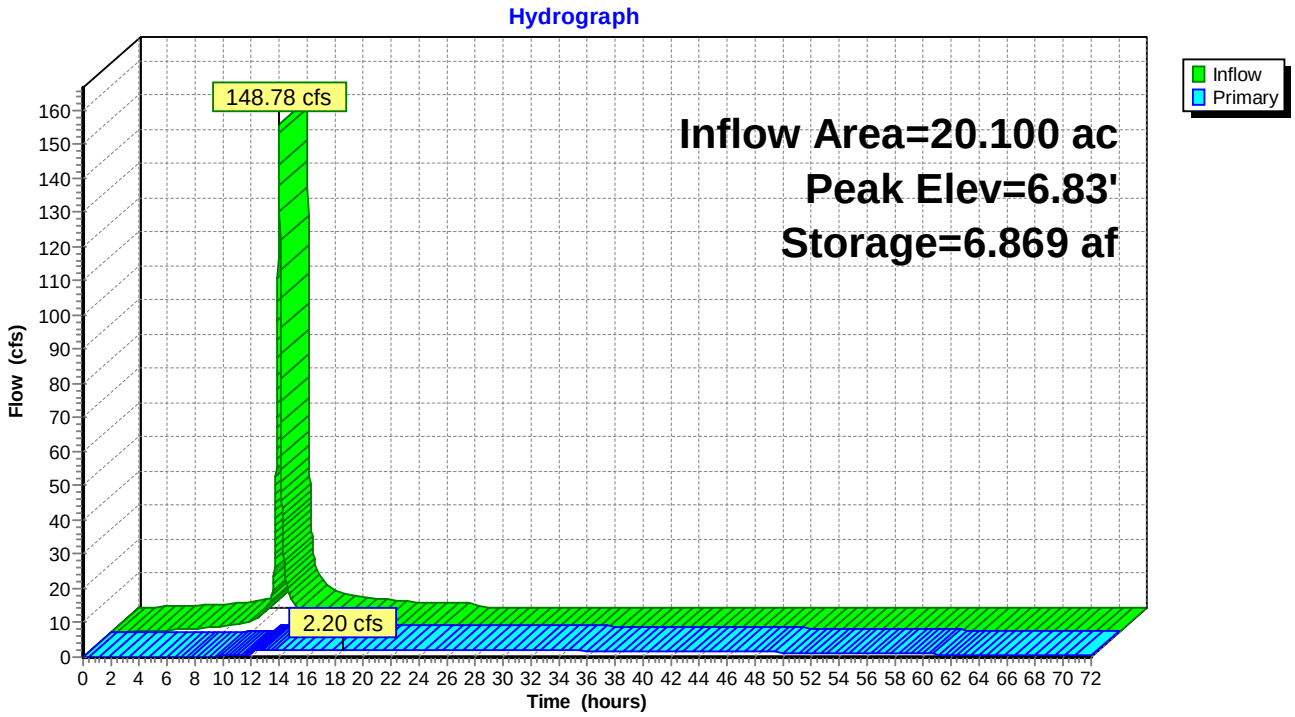
Volume	Invert	Avail.Storage	Storage Description
#1	3.00'	9.541 af	**Custom Stage Data** Listed below

Elevation (feet)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
3.00	0.000	0.000
4.00	1.503	1.503
5.00	1.693	3.196
6.00	1.912	5.108
7.00	2.112	7.220
8.00	2.321	9.541

Device	Routing	Invert	Outlet Devices
#1	Primary	3.00'	**12.0" Round Culvert** L= 50.0' CMP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 3.00' / 2.50' S= 0.0100 '/' Cc= 0.900 n= 0.012, Flow Area= 0.79 sf
#2	Device 1	7.35'	**36.0" x 36.0" Horiz. Weir 1** C= 0.600 Limited to weir flow at low heads
#3	Device 1	3.00'	**4.2" Vert. Weir 2** C= 0.600 Limited to weir flow at low heads
#4	Device 1	4.00'	**6.0" W x 4.0" H Vert. Weir 3** C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=2.20 cfs @ 18.62 hrs HW=6.83' (Free Discharge)
└**1=Culvert** (Passes 2.20 cfs of 6.83 cfs potential flow)
  ├**2=Weir 1** (Controls 0.00 cfs)
  ├**3=Weir 2** (Orifice Controls 0.89 cfs @ 9.21 fps)
  └**4=Weir 3** (Orifice Controls 1.31 cfs @ 7.86 fps)

Pond 1P: Proposed Dry Detention Pond



Hydrograph for Pond 1P: Proposed Dry Detention Pond

Time (hours)	Inflow (cfs)	Storage (acre-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0.000	3.00	0.00
2.00	0.35	0.017	3.01	0.00
4.00	0.76	0.111	3.07	0.01
6.00	1.17	0.264	3.18	0.07
8.00	1.60	0.474	3.32	0.17
10.00	3.23	0.822	3.55	0.28
12.00	**147.38**	3.592	5.21	1.48
14.00	**5.14**	6.469	6.64	2.13
16.00	3.12	6.777	6.79	2.18
18.00	2.39	**6.864**	**6.83**	**2.20**
20.00	1.75	**6.844**	**6.82**	**2.19**
22.00	1.58	6.755	6.78	2.18
24.00	1.46	6.648	6.73	2.16
26.00	0.00	6.315	6.57	2.10
28.00	0.00	5.973	6.41	2.03
30.00	0.00	5.642	6.25	1.97
32.00	0.00	5.322	6.10	1.91
34.00	0.00	5.012	5.95	1.84
36.00	0.00	4.713	5.79	1.77
38.00	0.00	4.426	5.64	1.70
40.00	0.00	4.150	5.50	1.63
42.00	0.00	3.886	5.36	1.56
44.00	0.00	3.634	5.23	1.49
46.00	0.00	3.394	5.10	1.42
48.00	0.00	3.165	4.98	1.35
50.00	0.00	2.949	4.85	1.26
52.00	0.00	2.747	4.73	1.18
54.00	0.00	2.559	4.62	1.10
56.00	0.00	2.385	4.52	1.01
58.00	0.00	2.225	4.43	0.92
60.00	0.00	2.081	4.34	0.82
62.00	0.00	1.956	4.27	0.71
64.00	0.00	1.847	4.20	0.62
66.00	0.00	1.751	4.15	0.55
68.00	0.00	1.665	4.10	0.49
70.00	0.00	1.587	4.05	0.45
72.00	0.00	1.515	4.01	0.42

Planning and Zoning Board

September 2, 2025

TO:	Tanja McCoy, AICP, CGC, CFM Development Services Director	REVIEW TIMELINE:	
		Dates	Boards
FROM:	Lauren Pruss, AICP Assistant Director	September 02, 2025	Planning and Zoning Board
		September 8, 2025	City Commission Workshop (Pending)
		September 23, 2025	City Commission Regular Meeting (Pending)
RE:	Application No. 01-CU-24	Request for Conditional Use Approval for a Wireless Communications Tower, with Exceptions to the one-mile distance separation, concrete wall, and landscape requirements for wireless communications towers	
	Application No. 01-WC-24 (Companion Application)	Request for Wireless Communications Tower	
	Applicant/Representative	SBA Wireless Communications Tower/SBA Towers X, LLC, c/o Katie O. Berkey, Esq., AICP, Becker & Poliakoff	
	Property Owner	Walmart Stores East, LP	
SITE DATA	Project Location	3001 N State Road 7, Lauderdale Lakes, FL 33313 FOLIO # 494125430010 Southwest corner of N SR 7 and W Oakland Park Blvd. Wireless communication tower location proposed west of (behind) existing Walmart building.	
	Existing Zoning	B-3 General Business District	
	Proposed Zoning	No Change	
	Total Site Area	20.3 Acres	
	Existing City Land Use	Commercial	
	Proposed City Land Use	No Change	
SURROUNDING LAND USE AND ZONING			
	North	Commercial and Residential, B-2, B-3, Utility, and RM-16	
	South	Canal, Community Facility and Residential, CF and RS-4 (Lauderhill)	
	East	Commercial, B-3 and TC Town Center	
	West	Residential, RM-10, RM-16	

Aerial Photograph:

I. EXISTING CONDITIONS

The subject property is an approximately 20 acre site situated near the southwest corner of West Oakland Park Boulevard and North State Road 7. It is a commercial shopping center developed with a single retail big-box tenant containing 227,359 square feet of floor area along with related accessory parking and vehicle use areas. The site is surrounded on the north, west and south sides by an eight (8) foot masonry wall providing a significant visual buffer of the site from the surrounding area. The proposed wireless communications tower will be located to the west, and rear of the existing commercial building,

II. PROJECT OVERVIEW

The applicant, SBA Wireless Communications Tower/SBA Towers X, LLC, c/o Katie O. Berkey, Esq., AICP, Becker & Poliakoff, on behalf of the "Property Owner", Walmart Stores East LP, submitted an application dated October 9, 2024, requesting approval pursuant to Chapter 5 Section 503 of the Land Development Regulations (LDRs) to allow for the construction of a 105-foot wireless communications tower in the B-3 General Business District. Accompanied with this application were requested exceptions to the following Land Development Regulations pursuant to Section 1111.7 "Exceptions" which states:

"Nothing in this chapter may prohibit or have the effect of prohibiting the ability of a service provider to provide personal wireless services in violation of the Telecommunications Act. The provisions listed in this section apply only where an application for the placement of a telecommunications tower, telecommunications facility or antenna does not meet the criteria for approval as provided in subsections 1111.5 and 1111.6. An applicant for an exception shall submit information described in subsection 1111.3 and any other reasonable information the city may require. The city may deny the application if it does not comply with the requirements of this section. In the event of any conflict between the review provisions of section 503 of the city's LDRs and this ordinance, the provisions of section 503 shall control. The following provisions shall govern the issuance of permits as exceptions.

In the event that the applicant files for an exception, the applicant must comply with the procedures and requirements of conditional uses as stated in this Code, specifically section 503, and as required in this section."

<u>Requested Exceptions:</u>

The applicant is requesting exceptions from the following sections of Section 1111.5. *Development standards:*

"<u>Aesthetics:</u> It is the intent of this section to provide for appropriate screening to minimize the visual

impact of all telecommunications facilities located within the city…

…Towers and antennas shall meet the following requirements:

At a telecommunications tower site, the design of the equipment facilities and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings to minimize the visual impact yet maintaining standards as set forth by the City Code.

The equipment facilities shall be completely surrounded by a decorative concrete block and stucco or pre-cast concrete wall, designed in a "Mediterranean Revival" architectural style. This decorative wall shall be designed at the minimum height necessary to completely screen the equipment facilities so as not to be visible from abutting public streets.

Architectural embellishment to the decorative wall shall be integrated into the design. Adequate access shall be provided by opaque gates, such as finished solid aluminum or corrugated metal panels. Gates composed of wood or galvanized or vinyl-coated chain link material with or without slats are not permitted. The colors of the wall, gates and accessory structures shall meet the standards provided for in the community appearance board approved color palette in subsection 813.3.3.3.6. The wall shall be designed by an architect registered in the state that is familiar with local building codes.

This decorative wall must be surrounded by a ten-foot wide landscape buffer to include three tiers of plant material, designed by a landscape architect registered in the state. The three tiers shall include, at a minimum, native shade trees planted one tree per 30 feet on center with 14-foot minimum heights; a continuous hedge broken only where access gates are required; and groundcover including annuals. Palm trees are to be used as accent plant material. Proper irrigation must be provided and maintained for long-term maintenance of the site or parcel.

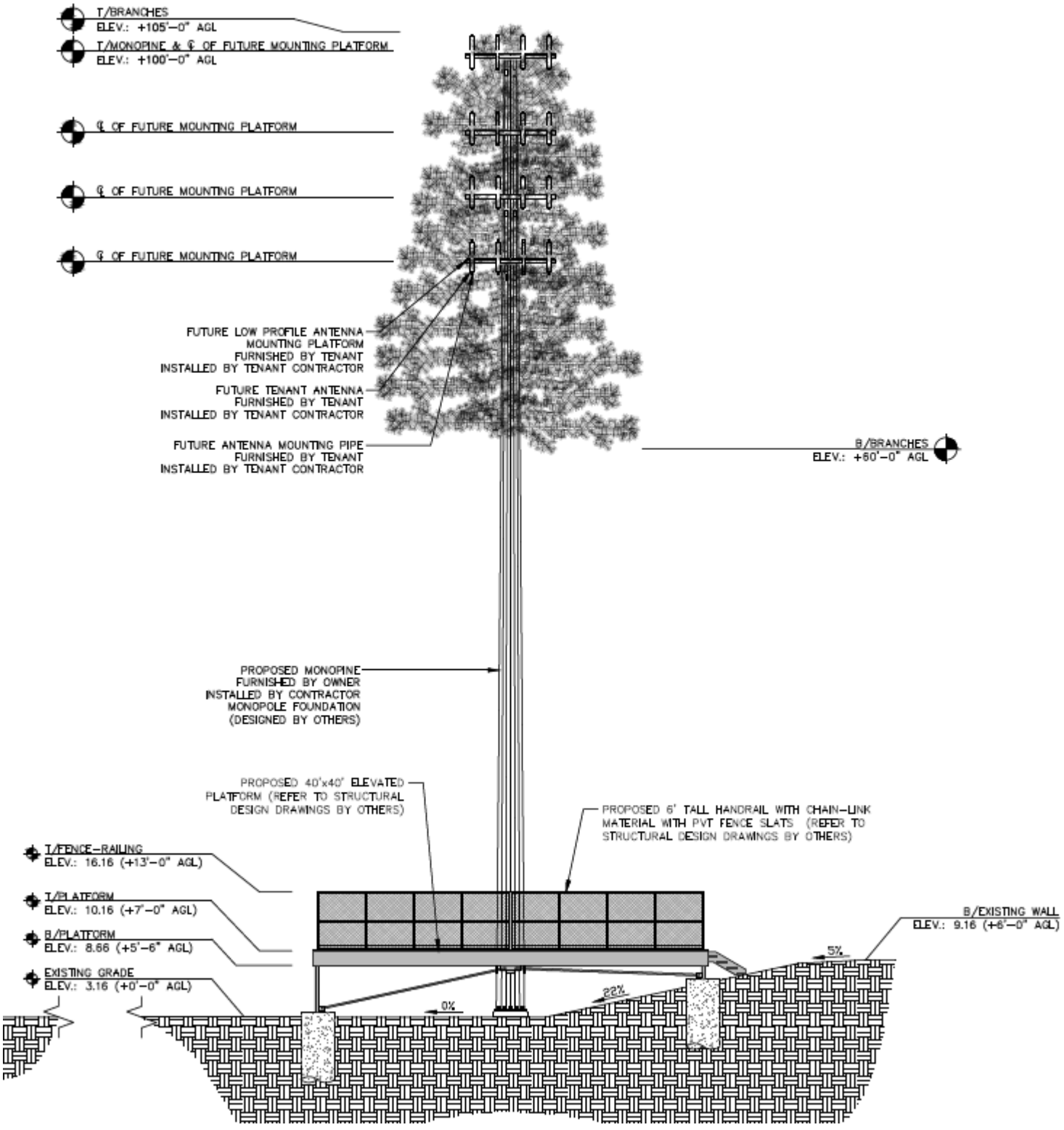
Separation. Any telecommunications tower shall be separated from any other telecommunications tower by a distance of no less than one mile as measured by a straight line between the bases of the towers. For purposes of measurement, telecommunications tower separation distances shall be calculated and applied to facilities located in the city irrespective of municipal and county jurisdictional boundaries."

As more specifically described below, the proposed application does not comply with the strict requirements of Sections 1111.5 regarding the decorative masonry wall, ten (10) foot landscape buffer, and one mile distance separation requirements. Accordingly, the applicant has filed an application for approval of exceptions to these Standards pursuant to Sections 1111.7, Exceptions, and Section 503, Conditional Uses, of the Land Development Regulations.

Project Design:

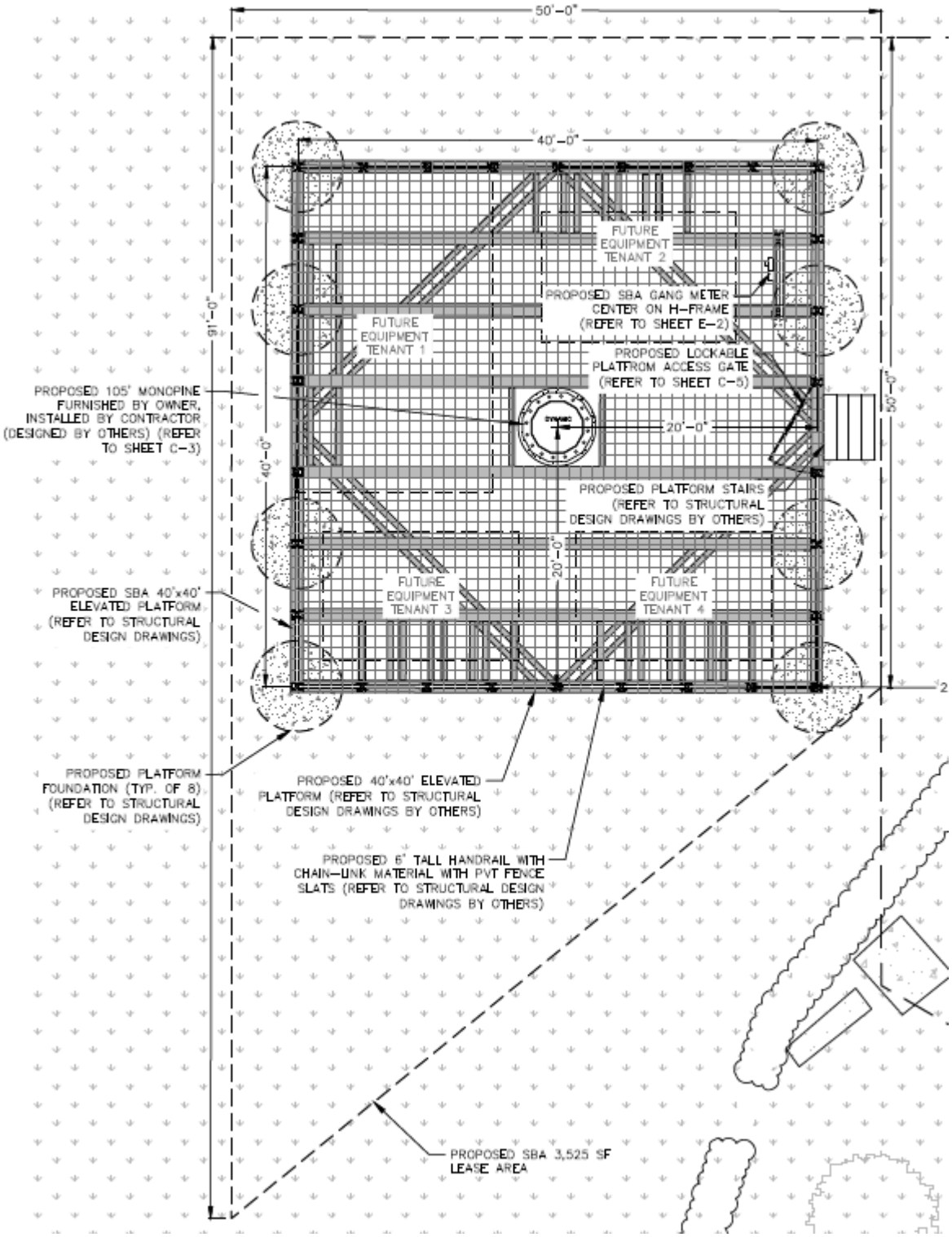
The proposed wireless communications tower will be located to the west (or behind) the existing Walmart store located at the southwest corner of West Oakland Park Boulevard and North State Road 7. The proposed location is approximately as depicted in the above aerial photograph with the red star. The proposed 105-foot tower is designed to allow up to four carriers to co-locate on the tower. The applicant proposes to locate the tower within an existing stormwater management retention basin. For this reason, the associated equipment compound will be located on a 40' x 40' platform surrounding the monopole at a height above the high-water line (see sheets C-2 and C-3 of the Monopine Zoning Drawings).

Section 1111.5 requires telecommunications facilities and towers that are located within 300 feet of a residential district shall be of stealth design. As the proposed tower is located within 300 feet of a residential district, the proposed tower is designed to conform with these requirements. A stealth wireless antenna tower, also known as a concealed or camouflaged tower, is designed to minimize its visual impact on the surrounding environment. Instead of a traditional tower structure, it's disguised to blend in with its surroundings, often appearing as a tree, flagpole, or other common structure. The proposed stealth design features a "monopine" steel pole structure with faux pine branches located at the upper portion of the tower intended to conceal the wireless communication antennae arrays.

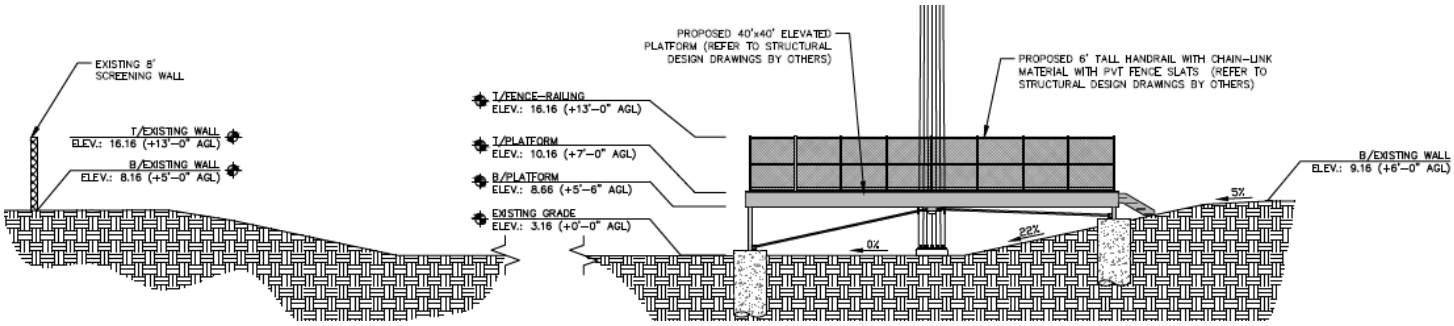


Due to the tower's location in a stormwater management pond, a 40 foot x 40 foot equipment platform will be elevated 5.5 feet above the existing grade of the pond, with a six-foot chain-link fence with PVT fence slats surrounding the platform to conceal the equipment compound required for operation of the various antennae arrays. The applicant has agreed to a condition for approval that any equipment housed within the compound shall not exceed six (6) feet in height to ensure that the equipment remains concealed by the fence at all times.

The pervious equipment platform will provide sufficient room to house the ground equipment for up to four tenants in support of the cellular antennae. Three of the lease areas would measure 10 feet x 15 feet, and one will measure 15 feet x 24 feet, for a total equipment lease area of 810 square feet on the elevated platform.



If measured from the nearby east and west normal grade line outside of the retention pond basin, the total height of the equipment enclosure would be seven (7) feet from the normal east grade line, and eight (8) feet from the normal west grade line. When measured from the grade line at the bottom of the retention basin, the elevation of the equipment compound is 13 feet above the base of the retention pond.



III. ANALYSIS

Pursuant to Section 1111.7, exceptions to the provisions of Section 1111.5 may be granted if the proposed design complies with the procedures and requirements of conditional uses set forth in Chapter 5, Section 503 – Conditional Uses, of the LDRs. Conditional uses are generally compatible with the other land uses permitted in a zoning district but, because of their unique characteristics or potential impacts on the surrounding neighborhood and the city as a whole, require individual review as to location, design, configuration, and/or operation for the particular use at the particular location proposed, as well as the imposition of individualized conditions in order to ensure that the use is compatible with the surrounding neighborhoods and appropriate at a particular location. Exceptions permitted under Section 1111.7 must comply with the procedures and requirements of both Section 1111.7 and Section 503 of the LDRs. Section 1111.7 provides that, in the event of any conflict between the review provisions of section 503 and Section 1111.7, the provisions of section 503 shall control.

In granting a permit for an exception, the city may impose conditions to the extent the city concludes such conditions are necessary to minimize any adverse effects of the proposed telecommunications tower, telecommunications facility, or antenna on adjoining properties or to protect the health, safety and welfare of the city and the residents.

STANDARDS OF REVIEW:

1. **Section 1111.7: The city may consider the following factors in determining whether to grant an exception:**

   a) **Availability of suitable existing telecommunications towers, other structures, or state of the art technologies not requiring the use of towers or structures;**

   Section 1111.5 *States "Hierarchy of siting alternatives.* Development of a telecommunications facility shall be in accordance with the following siting alternatives hierarchy:

   (1) The order of ranking is from highest (a) to lowest (j). Where a lower ranked alternative is proposed, the applicant must demonstrate in its application that higher ranked options are not available in the manner described in subsection 1111.3. The availability of a less expensive lease on a lower ranked site is not sufficient in and of itself to justify using the lower ranked alternative where a higher ranked alterative is otherwise available.

   (a) Co-location on existing stealth tower on city-owned property.
   (b) Co-location on existing telecommunications tower on city-owned property.
   (c) Attached telecommunications facility on city-owned property.
   (d) Co-location on existing structures on city-owned property.
   (e) Co-location on existing stealth tower on privately owned property.
   (f) Attached telecommunications facility on privately owned property.
   (g) New stealth tower on city-owned property.
   (h) New stealth tower on privately owned property.
   (i) New telecommunications tower on city-owned property.
   (j) New telecommunications tower on privately owned property.

   (2) For siting of new telecommunications towers on privately owned property, the following secondary hierarchy of zoning districts from highest (i) to lowest (viii) is applicable. Where a lower ranked alternative is proposed, the applicant must demonstrate in its application that the higher ranked zoning alternative is not available pursuant to subsection 1111.3. The availability of a less expensive lease on a lower ranked site is not sufficient in and of itself to justify using the lower ranked alternative where a higher ranked alterative is otherwise available.

   (i) M-1 or PID Industrial districts.
   (ii) U Utilities districts.
   (iii) CF Community Facilities district.
   (iv) B-1, B-2, or B-3 Business districts.
   (v) OP Office Park district.
   (vi) OS Recreation/Open Space district.
   (vii) All other districts are least favored."

   Applicant's Response: The applicant has provided Exhibit G within their Justification Statement (page 43, Exhibit C) analyzing the suitability of existing towers within the surrounding area an accordance with the above requirements, finding that a new stealth tower on privately owned property in the B-3 District is the best option available.

   Staff Findings: The City has reviewed the applicant's submittal regarding the referenced Exhibit G of Exhibit C site selection hierarchy and has found that the applicant has exhausted its search for a suitable existing telecommunications tower, including government-owned property, and Market Place Plaza for

locating a new tower. As such, the proposed site is the only available site.

b) Height of the proposed telecommunications tower or facility;

Applicant's Response: The applicant has provided a site plan with a Site Data Table demonstrating how the proposed tower complies with the LDRs in Exhibit D on Sheet C-1.

Staff Findings: Telecommunications towers in excess of 90 feet shall have an alternative tower structure or stealth tower design and shall not be constructed at any heights in excess of those provided below:

a. For a single user, up to 90 feet in height;

b. For two users, up to 120 feet in height;

c. For three or more users, up to 150 feet in height;

The proposed height of the monopole is 105 feet measured from the bottom of the retention basin. The proposed tower can support four tenants, and is lower in height than the 150 feet permitted for four tenants co-locating on the tower. The proposed tower is designed as a stealth "monopine" tower designed with faux pine branches intended to camouflage the antenna arrays.

Equipment facilities for a telecommunications tower and antennas mounted on a tower shall not exceed 1,000 square feet of gross floor area not including the surrounding concrete pad, or be more than ten feet in height and shall be located in accordance with the minimum yard requirements of the zoning district in which located. The proposed equipment platform can support up to four tenants, with a total lease area of 810 square feet. If measured from the nearby east and west normal grade line outside of the retention pond basin, the total height of the equipment enclosure would be seven (7) feet from the normal east grade line, and eight (8) feet from the normal west grade line, conforming with the height requirements of this section.

c) The setback and separation distances between the proposed telecommunications tower or facility and the nearest residential units or residentially zoned properties;

Applicant's Response: The applicant has provided a site plan with a Site Data Table demonstrating how the proposed tower complies with the LDRs in Exhibit D on Sheet C-1.

Staff Findings: Telecommunications towers must be set back from the property line a minimum distance of 110 percent of the height of the telecommunications tower or as otherwise approved by the city. For purposes of measurement, telecommunications tower setback distances shall be calculated and applied to facilities located in the city irrespective of municipal and county jurisdictional boundaries. Staff has analyzed the proposed tower and finds that it is in conformance with the required setbacks as noted below.

- North Setback (residential zone RM-16): 214 feet proposed, 115.5 required
- West Setback (residential zone RM-16): 123' proposed, 115.5 feet required

- South Setback (to property line, RS-4 Lauderhill residential zone across canal right of way): 277 feet proposed, 115.5 feet required

d) Proximity of the telecommunications tower or facility to residential structures and residential district boundaries;

Applicant's Response: The applicant has provided a site plan with a Site Data Table demonstrating how the proposed tower complies with the LDRs in Exhibit D on Sheet C-1. However, this information is not included in the analysis.

Staff Findings: The site of the proposed tower is located adjacent to residential uses and districts on the north, west and south side of the site. To the north, townhomes are located within approximately 15 feet from the common property line. To the west and south, residential uses are partially separated from the subject property by an approximately 60-foot right of way, public road and canal, respectively. A portion of the west property line has residential uses within feet of the shared property line. No survey is available for that property, as such the exact setback of that building is unknown.

Ideally, wireless telecommunications towers would be located well within a commercial or industrial area. However, the applicant has submitted an Affidavit Regarding Hierarchy of Site Placement (page 43, Exhibit C) indicating that they have analyzed all available site location options, including government-owned property and the Market Place Plaza, and that the proposed location is the only available suitable location within their ½ mile search radius.

e) Nature of uses on adjacent and nearby properties;

Applicant's Response: The applicant discusses compatibility with adjacent uses within their Justification Statement (Exhibit C), where a detailed response is provided. The following is a partial excerpt of this response: "The proposed WCF is strategically located on an existing commercial property housing a Wal- Mart retail establishment, which presents several advantages in terms of compatibility of land use, community functionality, and overall zoning alignment. First, there is compatibility with the existing land use. The property is zoned for commercial use, which directly aligns with the objectives of the City of Lauderdale Lakes' zoning regulations. This zoning designation allows for the installation of communication facilities, ensuring that the proposed WCF is compliant with local land use policies.

There is also adjacent commercial development in the area. The surrounding properties are also zoned commercial, which establishes a consistent character in the area. This compatibility ensures that the WCF will not disrupt the existing land use patterns but rather will complement them by enhancing communication capabilities for businesses and consumers alike. There will also be a reduced impact compared to existing use. The operational intensity of a Wal-Mart retail facility far exceeds any potential impact the WCF could have on the area. Given the high levels of foot traffic, vehicle movement, and operational demands associated with a large retail store, the WCF will have minimal additional impact on local conditions."

Staff Findings: The site of the proposed cellular tower is adjacent to residential uses on the north, west, and south. These residential uses to the north and west are of higher density multi-family structures zoned RM-10 and RM-16. To the south, located within Lauderhill, are single family residential uses. The distance to these areas is as noted within the setback analysis, above. Commercial uses are located to the east and north.

f) Surrounding topography;

Applicant's Response: The applicant has provided a site plan with a "Site Elevations" sheet (C-3, Exhibit D) demonstrating how the proposed tower relates to the surrounding topography. However, this information is not included in the Justification Statement.

Staff Findings: The proposed tower is located within a retention pond. The grade at the bottom of the basin is 3.16 feet above sea level, while the surrounding average grade levels are 8.16 feet to the west and 9.16 feet to the east. This results in a minimization of the overall impact of the elevated platform as it will appear nearly at grade from the surrounding area. Additionally, the measured 105-foot height of the monopole is measured from the base of the retention basin, resulting in a lower height if it were measured from the surrounding grade.

g) Surrounding tree coverage and foliage;

Applicant's Response: "To avoid disrupting the flow of water in the basin, the related ground equipment for the facility will be placed on an elevated platform. The steel platform will be elevated to a height above the high water line of the basin. Further, our request for an exception to the use of a wall to provide screening is adjoined with a request to be exempted from the landscaping standards required in Section 1111.5 of the LDR for the same reason (page 2, Exhibit C)."

Staff Findings: A modest shrub line exists along the east edge of the retention pond, which the applicant proposes to preserve. The applicant has requested relief from the decorative wall and landscaping standards for the equipment due to the tower's location within a retention pond, as more particularly described within subsection "h," below. Staff finds that due to the proposed tower's location behind, or to the rear, of the existing 227, 359 square foot commercial building, the visibility of the equipment compound is greatly diminished from the east providing mitigation for the requested landscaping and masonry wall exceptions. Further, staff finds that the existing eight (8) foot masonry wall on the north, west and south property lines provides adequate visual screening of the equipment compound and platform from the surrounding residential areas.

h) Design of the telecommunications tower or facility, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;

Applicant's Response: The applicant states that the request for the exception to the landscape wall requirement is "based on the construction of a concrete block or masonry constructed wall of any type within the detention basin would not be sustainable and would require constant maintenance and repair

of various aspects due to the effects on constant water inundation/flooding on the wall structure. The wall would also have a negative impact in its restriction of the flow of water in the basin therefore diminishing its ability to serve its primary function of stormwater run-off management…To avoid disrupting the flow of water in the basin, the related ground equipment for the facility will be placed on an elevated platform… Further, our request for an exception to the use of a wall to provide screening is adjoined with a request to be exempted from the landscaping standards required in Section 1111.5 of the LDR for the same reason. However, our Land Development Application does include enhanced landscaping features, as demonstrated on the plan shown on Exhibit E2 and Exhibits E4 and E5 of the photo simulations included in the application package.

Lastly, the wall provision states that the design of the wall shall be such that the equipment facilities are not visible from abutting public streets. Our location on the property is such that visibility from public streets does not currently exist. Our project does not propose changes that would allow the ground facilities to become visible from any public street, as well. Our proposal of landscaping will provide screening in a manner that achieves the same objective and is in keeping with the spirit and intent of the original ordinance provision. The ground equipment proposed for the platform will not be visible from any public streets as the ordinance requires. Direct visibility of the facility is only available if required to venture to the rear of the Wal-Mart building (reference the Letter of Intent, Exhibit X)."

Staff Findings: Staff finds that the proposed equipment facilities will not be visible from the surrounding residential areas due to the existing eight (8) foot tall masonry wall that surrounds the Walmart property along the south, west, and north property lines. The applicant has submitted a photo simulation exhibit (page 36, Exhibit C) indicating how the proposed tower will appear from the closest residential area to the west, in which the ground equipment is not visible. The monopine tower will still be visible due to its height; however this is unavoidable due to the proximity of the tower to this neighborhood.

i) Proposed ingress and egress; and

Applicant's Response: "The amount of traffic the WCF produces will have little to no impact on current traffic levels within the area. Tower tenants send maintenance technicians to sites anywhere from once a month, to once a quarter to once every 6 months. Technicians used passenger vans or SUV's when they conduct site visits. The most traffic occurs during the construction process and drops off drastically as construction slows to completion. Ingress and egress to the facility will be via currently developed points of access into the property from the public right-of-way. A new access point is not necessary to serve the proposed use (page 9, Exhibit C)."

Staff Findings: The site will be accessed from an existing vehicle use area within the rear of the existing Walmart building. Staff finds the proposed ingress and egress appropriate due to the existing conditions and limited traffic this site will receive.

j) Any other factors the city determines to be relevant.

Applicant's Response: The applicant has provided visual "mockup" studies of the proposed appearance of the tower from the 43rd Terrace right-of-way which is directly adjacent to west of the site (pages 34-38 , Exhibit C).

Section 1111.5 requires any telecommunications tower to be separated from any other telecommunications tower by a distance of no less than one mile as measured by a straight line between the bases of the towers. For purposes of measurement, telecommunications tower separation distances shall be calculated and applied to facilities located in the city irrespective of municipal and county jurisdictional boundaries.

Within pages 44-46 of the applicant's Justification Statement (Exhibit C), the applicant identifies two towers within one mile of the proposed site as part of a notarized affidavit. This applicant states "The closest existing tower is 0.67 miles from the proposed site and is owned by Broward County. Broward County only allows for government agencies to place antennas on their tower for security reasons. See the statement on page 2 from Broward County showing confirmation of the statement above. This is "A" on page 2.

The Second closest tower is 0.89 miles from the proposed site and is owned by Crown Castle. It is too far away and also too short to provide the coverage needed for this project. It is only 100' tall, with 3 existing carriers already. This is "B" on page 2.

Any other towers are > one mile from the proposed site and are also considered by RF Engineering to be of no use to collocate upon for this project.

No other suitable structure that is tall enough and close enough to collocate up was found, as well. Of the alternative options listed in the Land Development Code, Item (h), New stealth tower on privately owned property is the option that became available. Our search determined that higher ranked alterative options were not available."

In addition to the above, the applicant has submitted an RF Facility Justification (pages 28-33, Exhibit C) which analyzes the existing network coverage and the "Coverage Area of Proposed Network" which identifies improvements in the network coverage with the installation of the proposed tower.

2. Section 503.3. General standards of review for Conditional Uses. In addition to the standards set forth in these LDRs for the particular use, all proposed conditional uses shall meet each of the following standards:

In addition to the standards set forth in the LDRs for the particular use, the Applicant has submitted a more detailed response to each of the below Conditional Use standards for review within their Letter of Intent starting on page 3 (Exhibit C) to substantiate the required criteria. Staff has provided the following abbreviated applicant responses, and staff findings for each standard below:

a) The proposed use shall be consistent with the Comprehensive Plan;

Applicant Response: The proposed wireless communications facility is a strategic development that aligns with Lauderdale Lakes' comprehensive goals for land use. It supports public health, safety, and welfare while ensuring compliance with the city's zoning and planning regulations. The project represents a thoughtful integration of necessary infrastructure within an established commercial zone.

Staff Response: The City's Comprehensive Plan Economic Development Element (approved on 1st reading by City Commission) states the following objective and policy:

OBJECTIVE X.1.9: Pursue the advancement of wireless services and digitizing technology to produce a technologically advanced working atmosphere.

Policy X.1.9.1: Coordinate with state, local, and private broadband initiatives to build out and maintain a City-wide fiber optic network and broadband wireless internet services.

As such, City Staff finds the proposed tower consistent with the Comprehensive Plan.

b) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;

Applicant Response: The proposed wireless communications facility (WCF) stands to significantly enhance the communication landscape within the Lauderdale Lakes community, fostering numerous benefits for both residents and emergency services. The proposed WCF contributes to the community as follows:
Improved Public Connectivity: The installation of the WCF will enhance overall wireless communication capabilities for residents and businesses. This improvement not only supports day-to-day communication but also promotes community engagement.

- Advancements in Emergency Communications: The facility will bolster emergency communications for local, state, and federal emergency management services (EMS). Enhanced E911 capabilities will assist with quicker response times during emergencies, particularly on roadways, highways, and interstates.
- Integration with the FirstNet dedicated public safety network provides public safety agencies with reliable and prioritized communication channels, ensuring that they can respond effectively to emergencies.
- Smart Infrastructure: With advancements in LTE technology made possible by enhanced wireless infrastructure, innovative solutions such as smart ambulances and telemedicine can be realized.
- Automatic Vehicle Location (AVL) and telematics technologies can improve the efficiency of EMS teams, allowing for real-time data sharing and decision-making that leads to improved patient outcomes.

- Community Benefits: As connectivity improves, so do the opportunities for local businesses and service providers to leverage technology to enhance their offerings. This can lead to economic benefits and an improved quality of life for residents.
- Network Safety Standards: The facility's operations will adhere to the Federal Communications Commission (FCC) regulations concerning radio frequency emissions. This compliance ensures that the facility will not pose public health risks, as these regulations have been established to protect community welfare.

In addition to the above responses, the applicant has provided the following: "Federal Code Section 47 USC 332, Mobile Services(C)(7)(B)(iv) places limitations regarding the health and safety aspects of such facilities. The aforementioned section states that "*No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.*""

Staff Response: Section 1111.5 requires all telecommunication towers and antennas to meet current standards and regulations of the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), including emissions standards, and any other agency of the local, state or federal government with the authority to regulate towers and antennas. In addition, a telecommunications tower shall not cause interference with the operations of public safety telecommunications services. The FCC regulates the construction and operation of cell phone towers to ensure adequate service public safety and environmental protection. The FCC has preempted some local zoning regulations; however, municipalities have a role in appropriate site selection regarding aesthetics and community impact. The federal preemption gives the FCC the power to overturn a municipalities decision to prohibit wireless services or discriminate against service providers for reasons that are within the FCC's purview, including environmental, public safety, and similar considerations.

c) The proposed use shall be consistent with the community character of the immediate neighborhood of the proposed use;

Applicant Response: The proposed WCF is strategically located on an existing commercial property housing a Wal- Mart retail establishment, which presents several advantages in terms of compatibility of land use, community functionality, and overall zoning alignment. First, there is compatibility with the existing land use. The property is zoned for commercial use, which directly aligns with the objectives of the City of Lauderdale Lakes' zoning regulations. This zoning designation allows for the installation of communication facilities, ensuring that the proposed WCF is compliant with local land use policies.

There is also adjacent commercial development in the area. The surrounding properties are also zoned commercial, which establishes a consistent character in the area. This compatibility ensures that the WCF will not disrupt the existing land use patterns but rather will complement them by enhancing

communication capabilities for businesses and consumers alike. There will also be a reduced impact compared to existing use. The operational intensity of a Wal-Mart retail facility far exceeds any potential impact the WCF could have on the area. Given the high levels of foot traffic, vehicle movement, and operational demands associated with a large retail store, the WCF will have minimal additional impact on local conditions.

Staff Findings: The applicant has submitted a full analysis of available sites and towers, and has submitted an affidavit to support the finding that this location is the only suitable and available location. Additionally, the submitted radio frequency study supports the need for a tower at this location (page 28, Exhibit C). However, the proposed site of the wireless telecommunications tower is directly adjacent to residential neighborhoods. Ideally, these facilities would be located well within a commercial area to minimize it's visual impact on the surrounding area. The below exhibit is a mock-up of what the tower would look like from the residential area to the west (page 38, exhibit C).

d) The Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire and emergency services, shall exist at the City's adopted levels of service, or will be available concurrent with demand as provided for in the requirements of theses LDRs;

Applicant Response: The proposed wireless communication facility (WCF) will benefit the area without placing any undue burdens on the existing infrastructure. In our view the impact on the community is positive in nature. Key points include enhanced wireless communication services through improved communication services to existing residents, businesses, and vehicular traffic within the area.
This enhancement will ensure robust and reliable connectivity, supporting the daily operations and convenience of the community. Improved communications will prevent overwhelmed systems, reducing the likelihood of busy signals and dropped calls, especially during periods of high usage in heavily commercial areas.

Staff Findings: Staff finds that all necessary public facilities exist at the City's adopted levels of service or will be available concurrent with demand as provided for in the LDRs for the proposed use. Wireless communications towers, while typically privately owned, have increasingly become viewed as an essential component of utility infrastructure.

e) Adequate measures exist or shall be taken to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets;

Applicant Response: The amount of traffic the WCF produces will have little to no impact on current traffic levels within the area. Tower tenants send maintenance technicians to sites anywhere from once a month, to once a quarter to once every 6 months. Technicians used passenger vans or SUV's when they conduct site visits. The most traffic occurs during the construction process and drops off drastically as construction slows to completion. Ingress and egress to the facility will be via currently developed points of access into the property from the public right-of-way. A new access point is not necessary to serve the proposed use.

Staff Findings: Staff finds the site to have adequate proposed ingress and egress points.

f) The establishment of the Conditional Use shall not impede the development of surrounding properties for uses permitted in the zoning district;

Applicant Response: The development of the proposed WCF is located in the rear of the Wal-Mart property and contained within the site. There is no aspect of the development of this use that would impede the development of any of the surrounding properties no matter what the use would be or how it functioned.

Staff Findings: The surrounding area is fully developed with a mix of commercial and residential uses. No

evidence has been found that the proposed wireless communications tower would impede the development of the surrounding properties for uses permitted in the zoning district. The proposed tower would be located within a stormwater management pond with a diminimus impact on the overall site.

g) The design of the proposed use shall minimize adverse effects, including visual impacts, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria.

Applicant Response: "Our proposal does not utilize the entire parcel of land thus minimizing the amount of land disturbance. It seeks to locate in a portion of the property that the current operation on the property does not use. The proposed use does not attract users or customers, nor does it promote the need for people to visit the location like that of a residential, office, industrial or commercial operation…

Visually, the 105 foot-tall, monopine tower is designed to minimize the visual aspects of such a structure. All setbacks as prescribed by the Ordinance have been considered and complied with. There is an existing wall along the property line in this area that also adds to the screening of the ground equipment and portions of the tower structure. Given the commercial nature of the area and the existence of the Wal-Mart use and the amount of traffic and customers it generates, the proposed use will not have a negative impact on the surrounding area."

Staff Findings: City Staff finds that the proposed wireless communications tower and equipment platform meets all setback and height requirements. The proposed equipment facilities will not be visible from the surrounding residential areas due to an existing eight (8) foot tall masonry wall that surrounds the Walmart property along the south, west, and north property lines. The applicant has submitted a photo simulation exhibit (pages 34-38, Exhibit C) indicating how the proposed tower will appear from the closest residential area to the west, in which the ground equipment is not visible. The monopine tower will still be visible due to its height; however this is unavoidable due to the proximity of the tower to this neighborhood.

h) The City Commission finds that the granting of the application will be in the best interest of the City.

Applicant Response: (Summarized, reference pages 9 and 10 of Exhibit C for more detail) The proposed wireless communication facility (WCF) is in the city's best interest as it will improve quality of life, support business operations, enhance community safety, and strengthen the local economy. By providing more reliable connectivity, the WCF will help residents stay informed and connected, enable businesses to operate more efficiently, and support emergency services in protecting public health and safety. Overall, the project is expected to foster economic growth, community well-being, and long-term competitiveness.

Staff Findings: Staff finds that the applicant has conducted a thorough analysis of the surrounding area within a one-half mile radius to provide improved network coverage in an area currently underserved by reliable coverage radio frequency study. The applicant has demonstrated the need for the tower, and has eliminated all other viable locations in the City through the required hierarchy analysis. The equipment compound will only be visible within the confines of the rear loading area of the commercial property, and will not be visible from any of the surrounding residential uses due to the existing eight (8) foot masonry wall on the north, west and south sides of the site. However, the tower will be visible from the surrounding residential area due to it's height. Ideally, these facilities would be located well within a commercial area to minimize the visual impact of the tower on residential areas.

IV. STAFF RECOMMENDATION

Based upon the assessment and findings contained within this report, City Staff recommend that the Planning and Zoning Board make findings and provide a recommendation for approval or denial of the requested Conditional Use in this application, along with the requested exceptions for the masonry wall, landscape buffer and distance separation requirements. Should the Board recommend approval, staff recommends such recommendation be subject to conformance with the following conditions:

1) Substantial conformance to the Plans for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.
2) Substantial conformance to the correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the "Justification Statement").
3) All equipment housed on the equipment platform shall not exceed six (6) feet in height as measured from the base of the platform.
4) No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be allowed on any part of an antenna telecommunications facility, or telecommunications tower unless required by applicable law.
5) All required licenses will be required and provided at the time of issuance of a building permit, final certificate of use, and/or business tax receipt.

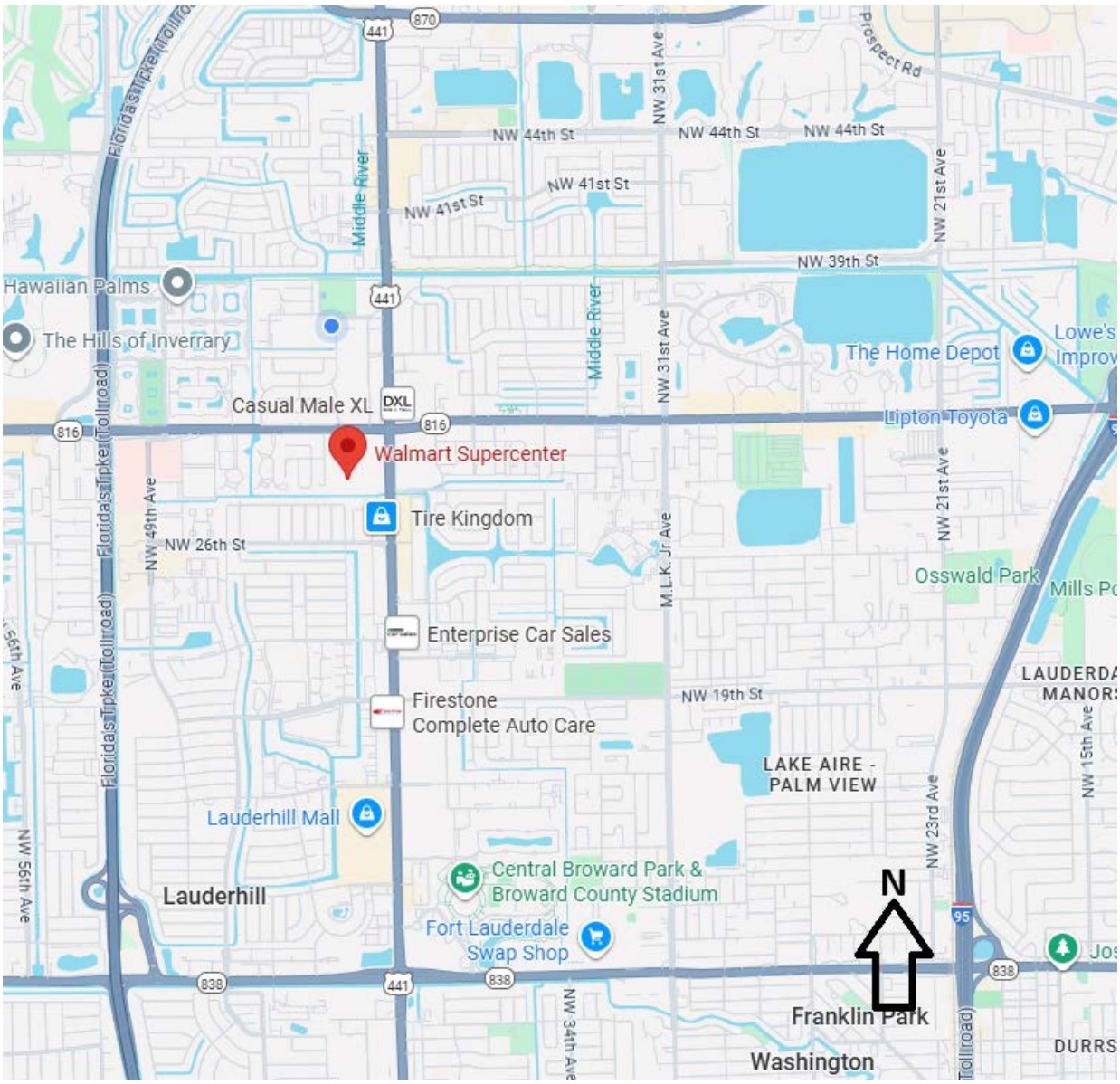
V. EXHIBITS

A. Location Map
B. Development Review Committee Final Report dated August 1, 2025
C. Correspondence from Becker & Poliakoff, with a Revised date of July 15, 2025 encompassing 77 pages (the "Justification Statement")
D. Site Plan for SBA Towers X, LLC, prepared by Kimley Horn, dated July 14, 2025, consisting of 15 pages.

E. Impervious Surface Narrative dated April 2, 2025 and prepared by TEP OpCo, LLC.

F. Site Specific Obstruction Evaluation Report, dated April 14, 2023.

LOCATION MAP



City of Lauderdale Lakes

Development Review Committee (DRC)

Staff Comments – Final Review – 08/25/2025

Project Name			
Wireless Telecommunications Tower			
Meeting Date	**App No.**	**Project Applicant**	**Project Planner**
12/04/24 06/05/25 07/07/25	01-CU-24 **01-WC-24**	SBA Towers X, LLC. 8051 Congress Ave, Boca Raton FL 33487 561-226-9332	Stephen Smith, Planner II/Lauren Pruss, Assistant Director
Project Address	**Land Use Designation**	**Existing Use**	**Proposed Use**
3001 North State Road 7 Lauderdale Lakes, FL 33313	Commercial	Shopping Center	Existing to remain; Add (1) new wireless 105' stealth telecommunications tower
Site Area	**Site Location**	**Parcel ID**	**Property Owner**
+/- 10.5 acres; 886,683 sq. ft.	Southwest corner of N. State Rd 7. and W. Oakland Park Blvd	4941 25 43 0010	Wal-Mart Stores East LP

REVIEW WORKFLOW:

REVIEW	STATUS
Planning and Zoning	Approval pending Commission Review
Landscaping	Approved with Conditions
Fire	Approved with Conditions
Engineering	No Outstanding Comments
Public Works	No Outstanding Comments

Planning and Zoning Comments

Lauren Pruss, AICP | Development Services / laurenpr@lauderdalelakes.org / 954-525-2496

The proposed plan does not comply with the provisions of Section 1111.5, Aesthetics, in that the required decorative masonry wall is not provided and instead a chain link fence with slats is provided to screen the equipment compound, and the required 10 foot landscape buffer is not provided surrounding the equipment compound. Furthermore, the proposed facility does not conform to the one-mile distance separation requirement in Section 1111.5, Separation. As such, the applicant may proceed through the public hearing process to request approval of the proposed tower by the City Commission pursuant to Sections 1111.7 and 503 of the Land Development Regulations, following denial of an application from City Commission based on the standards of review in Section 1111.5. The proposed plan complies with all other provisions of Section 1111, Wireless Communications Towers.

Landscaping Comments

Bill Tesauro, Landscape Plan Reviewer (CGA)/ BTesauro@cgasolutions.com / 954-921-7781

Development Review Committee 3rd Conditional Approval Landscape Review Comments

1) Please be advised that **as conditional approval** the plans must be submitted and approved by the following government agencies:
   - Broward County Surface Water Management.
   - South Florida Water Management District.
   - Development and Environmental Review Department.

2) Please be advised that **as a conditional approval**, if at the time of building permit, it is determined that ADA compliance is required this item will be addressed at that time.

3) Please be advised that **as a conditional approval** all proposed ground equipment cannot exceed 10' in height.

4) Please be advised that **as a conditional approval** add "to equal or better" to NOTE #1 landscape replacement on Sheet L-1.

5) Please be advised that **as conditional approval** the proposed variance for Section 1111.5 (The required Screening of a wall, buffer and landscape needs to be approved by the City Commission.

Fire Department Comments

Adam Bloch, Fire Plans Reviewer / adam_bloch@sheriff.org / 954-535-2493

Per NFPA 1, Chapter 1.14.4, review and approval by the AHJ shall not relieve the applicant of the responsibility of compliance with this Code. Address all comments on the plans. Provide a response letter, noting the sheet in the plans where the comment was addressed.

All codes referenced are from NFPA 1 and 101- 2018 Florida edition unless otherwise specified. More comments/code requirements may be added based on replies/corrections and/or other information, per

1.7.12, 1.12, and 1.14.

Sheets depicting interior building layouts are excluded from this review and will require separate review for building permits. More comments/code requirements may be added based on replies/corrections and/or other information, per 1.7.12, 1.12, and 1.14.

All codes referenced are from NFPA 1 - 2018 Florida edition unless otherwise specified.

1) Plans for permitting are required for the platform and stairs for egress, per 1.7.12, 1.12, 1.14, and NFPA 101 – Sections 40.1.2.1.2 and Table 40.2.5.3.1.

Engineering Comments

Syed Zaman, Project Engineer- Engineering Inspector/ syedz@lauderdalelakes.org / 954-535-2735

1) No Outstanding Comments, comments may be provided during permitting

Public Works Review Comments

Ronald Desbrunes, Director of Public Works / Ronaldd@lauderdalelakes.org / 954-535-2778

1) No Outstanding Comments, comments may be provided during permitting

COURTESY NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY OF LAUDERDALE LAKES WILL HOLD THE FOLLOWING PUBLIC HEARING:

6:00 PM, TUESDAY, SEPTEMBER 2, 2025: PLANNING AND ZONING BOARD (LOCAL PLANNING AGENCY)

THE HEARING WILL BE HELD AT THE CITY OF LAUDERDALE LAKES CITY HALL, SECOND FLOOR, GEREFFI ROOM, 4300 NW 36TH STREET, LAUDERDALE LAKES, FLORIDA 33319, TO CONSIDER THE FOLLOWING:

APPLICATIONS

CONDITIONAL USE: APPLICATION NO. 01-CU-24: Request for Conditional Use approval to construct a 105-foot-tall wireless communications tower.

EXCEPTIONS: APPLICATION NO. 01-WC-24: Request for Exceptions to the one-mile distance separation, concrete wall, and landscape requirements.

PROJECT INFORMATION

PROJECT NAME/APPLICANT:
SBA Wireless Communications Tower/SBA Towers X, LLC, c/o Katie O. Berkey, Esq., AICP, Becker & Poliakoff

PROPERTY ADDRESS:
3001 N State Road 7, Lauderdale Lakes, FL 33313
FOLIO # 494125430010

SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS:

LOT 1 OF WAL-MART AT LAUDERDALE LAKES AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 50 THROUGH 52, INCLUSIVE, PUBLIC ROADS OF BROWARD COUNTY, FLORIDA.

Information is also available on the City's website at: https://lauderdalelakes.novusagenda.com/agendapublic/

PROJECT LOCATION

Southwest corner of N SR 7 and W Oakland Park Blvd.

PUBLIC PARTICIPATION

I. Public Comments

This courtesy notice is mailed out to provide public notification so that you have an opportunity to review the proposed project, express any concerns and make inquiries on the review and development process.

II. Petitions from the Public

Any member of the public wishing to submit a petition from the public or make a public comment on an item may do so by emailing the Development Services Department at julied@lauderdalelakes.org prior to 5:00 pm on Tuesday September 2, 2025.

III. Accessing Application Materials

Copies of the application, plans and other materials are available for public electronic review, by contacting the Planning and Zoning division. Please call 954-535-2496 or email laurenpr@lauderdalelakes.org.

COURTESY NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY OF LAUDERDALE LAKES WILL HOLD THE FOLLOWING PUBLIC HEARING:

7:00 PM, TUESDAY, SEPTEMBER 23, 2025: CITY COMMISSION QUASI-JUDICIAL PUBLIC HEARING

THE HEARING WILL BE HELD AT THE CITY OF LAUDERDALE LAKES CITY HALL, SECOND FLOOR, CITY COMMISSION CHAMBERS, 4300 NW 36TH STREET, LAUDERDALE LAKES, FLORIDA 33319, TO CONSIDER THE FOLLOWING:

APPLICATIONS

CONDITIONAL USE: APPLICATION NO. 01-WC -24: Request for approval to construct a 105-foot-tall wireless communications tower.

EXCEPTIONS: APPLICATION NO. 01-CU-24: Request for Conditional Use Approval to Construct a Wireless Communications Tower with exceptions to the one-mile distance separation, concrete wall, and landscape requirements.

PROJECT INFORMATION

PROJECT NAME/APPLICANT:
SBA Wireless Communications Tower/SBA Towers X, LLC, c/o Katie O. Berkey, Esq., AICP, Becker & Poliakoff

PROPERTY ADDRESS:
3001 N State Road 7, Lauderdale Lakes, FL 33313
FOLIO # 494125430010

SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS:

LOT 1 OF WAL-MART AT LAUDERDALE LAKES AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 50 THROUGH 52, INCLUSIVE, PUBLIC ROADS OF BROWARD COUNTY, FLORIDA.

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Copies of the application, plans and other materials are available for public electronic review, by contacting the Planning and Zoning division. Please call 954-535-2496 or email laurenpr@lauderdalelakes.org.

POSTED SIGNS:

Kathleen "Katie" O. Berkey
Shareholder and Certified Land Planner
Board Certified Attorney, City, County, and Local Government Law
Phone: 239.628.4919 Fax: 239.433.5933
KBerkey@beckerlawyers.com

12140 Carissa Commerce Court
Suite 200
Fort Myers, FL 33966

Northern Trust Building
4001 Tamiami Trail North, Suite 270
Naples, FL 34103

Becker

September 9, 2025

VIA E-MAIL ONLY: laurenpr@lauderdalelakes.org and tanjam@lauderdalelakes.org

Lauren Pruss, AICP, Assistant Director, and Tanja McCoy, AICP, CGC, CFM, Director
Development Services
City of Lauderdale Lakes
4300 NW 36th St.
Lauderdale Lakes, FL 33319

Re: SBA Towers X, LLC - Post-Sufficiency Response to Request for Additional Information from City Staff, September 4, 2025 - Wireless Communications Facility at 3001 North State Road No. 7 (Case Nos. 01-CU-24/01-WC-24)

Dear Mses. Pruss and McCoy:

On behalf of SBA Towers X, LLC ("SBA"), we submit the ***enclosed*** in response to your e-mail dated September 4, 2025. The majority of the items from your e-mail were previously addressed in the Correspondence from Becker & Poliakoff, revised July 15, 2025, encompassing 77 pages (the "Justification Statement," further identified as Exhibit C to the Staff Reports). However, we are happy to direct you to the appropriate sources of information in the Justification Statement and supplement with additional information from SBA's Radio Frequency ("RF") Engineer.

Thank you.

Very truly yours,

Katie O. Berkey

Kathleen "Katie" O. Berkey
For the Firm

KOB/oms
Enclosure (as stated)
cc: Client
Shahzad Mahmood, Kimley Horn (via e-mail only w/encl.: shahzad.mahmood@kimley-horn.com)

8051 Congress Avenue
Boca Raton, FL 33487-1307

sbasite.com

Lauren Pruss, AICP, Assistant Director, and Tanja McCoy, AICP, CGC, CFM, Director
Development Services
City of Lauderdale Lakes
4300 NW 36th St.
Lauderdale Lakes, FL 33319

Re: SBA Towers X, LLC - Post-Sufficiency Response to Request for Additional Information from City Staff, September 4, 2025 - Wireless Communications Facility at 3001 North State Road No. 7 (Case Nos. 01-CU-24/01-WC-24)

Dear Mses. Pruss and McCoy:

On behalf of SBA Towers X, LLC ("SBA"), we submit the ***enclosed*** in response to your e-mail dated September 4, 2025 (reproduced in ***bold*** and ***italics*** in the enclosure for ease of reference), along with a summary of my experience and qualifications in Radio Frequency ("RF") engineering at Page 1 of the ***enclosed***.

1. ***An explanation of the ability to utilize newer technology to provide the service coverage necessary that does not require a tall monopole structure. Please describe whether the utilization of 5G infrastructure can support the needed improvements in service.***

No, there is not the ability to utilize newer technology, including 5G upgrades on existing facilities, small cells, and satellite, to replace the need for a tall monopole type structure. With 5G, it has become even more important to have macro tower (*i.e.*, a high-altitude cell tower and its associated infrastructure) deployments. Significant 5G gains are achieved using the higher frequency bands, which have a lower propagation (or dissemination) as compared to the traditional 4G LTE bands. Solutions such as small cell towers (*i.e.*, low-powered, low-altitude wireless base stations that only supplement the existing macro tower network) only serve small, localized areas, and would not provide effective coverage for residential, high-traffic areas, and places with weak signals to increase network capacity and coverage as compared to a macro tower. See ***enclosed*** slides at Pages 12-16. The higher the tower, the larger the 5G coverage area, with opportunities for colocation, unlike with small cells. In addition, small cells are sited generally in rights of way that would not allow for a taller, more robust facility nor would such a location accommodate the required ground equipment located near the base of the facility (*e.g.*, power cabinet; infrastructure, transmission, and fiber equipment; and 5G hardware). *See* ***enclosed*** slides at Page 15. The proposed 105-foot macro tower is needed to adequately cover areas needing coverage and capacity enhancements (*see* ***enclosed*** slides at Pages 11-15). Satellite service is only available and works where there is absolutely no other on-ground, basic coverage (*e.g.*, Alligator Alley or other open, rural areas) – it is not designed to work in urban or suburban areas and would not work in the proposed location (*see, e.g.,* figure below reflecting the limited availability of T-Mobile satellite cover in light pink for reference).

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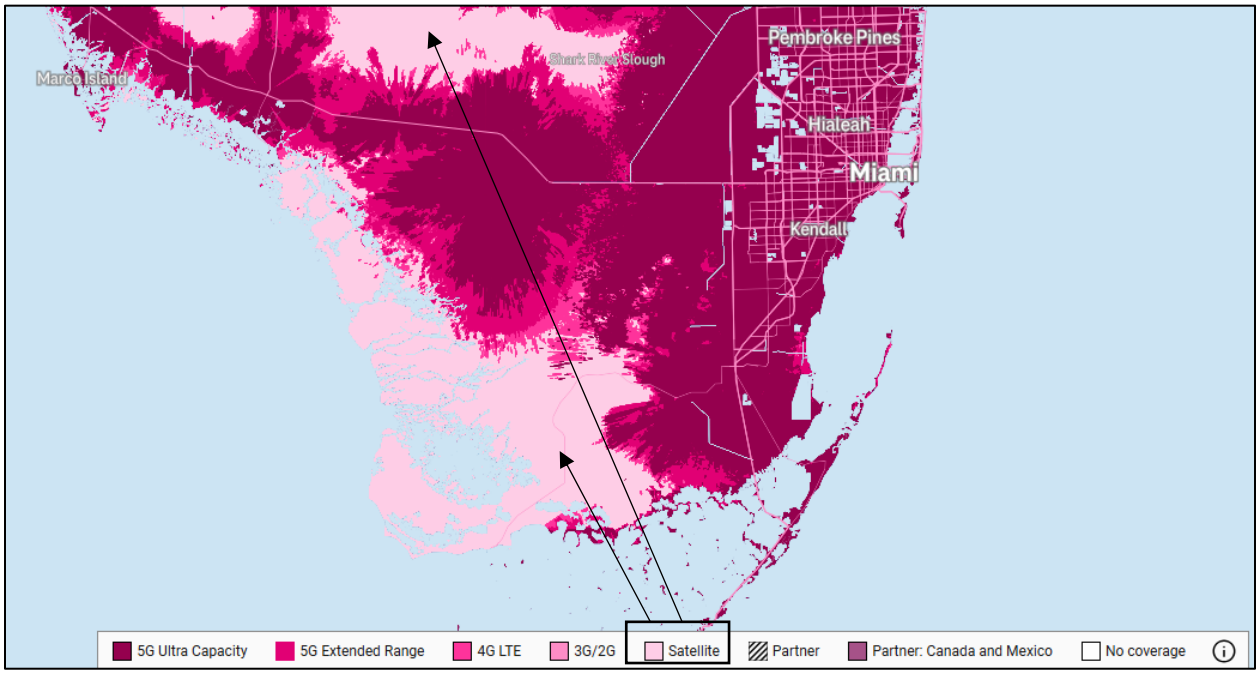

https://www.t-mobile.com/coverage/coverage-map?msockid=11ddb33a88e46d2b2b1da71189c96c6c

2. ***The ½ mile search area identified in <u>Exhibit F2</u> [Justification Statement at PDF Page 42 – enclosed for ease of reference] is centered on the Walmart property, even though the area needing coverage extends beyond the ½ mile radius. There should be a complete explanation on what minimum parameters are necessary for site locations and why other properties were not suitable. It appears that the Florida Medical Center (Folio No. 494125000080) was not considered even though the site is located within the area lacking reliable outdoor coverage.***

SBA has shared crowdsource coverage and quality plots that show the coverage and capacity needs from Verizon Wireless, as well as other operators within a ***±0.5-mile radius*** around this site. Further, as can be seen, with a 105-foot tower, the coverage from the site is ±0.6 - 0.7 miles (*see* ***enclosed*** slides at Page 15). Moving the search ring outside the ±0.5-mile radius, the coverage will also shift and will inhibit the ability of operators to provide 5G coverage and address the capacity needs from users within this area. S*ee* ***enclosed*** slides at Pages 11-15.

As already provided in Exhibit D2 (***Justification Statement at PDF Page 30 – enclosed for ease of reference***), an effective capacity cell site needs to be located in the center of the user population to ensure even traffic distribution and the proposed tower is the minimum height necessary to allow Verizon Wireless to meet the stated service objectives and provide seamless service to surrounding Verizon Wireless towers. The identified Florida Medical Center building is located too far away from the center of the area in need of coverage and capacity improvement (±0.7 miles) and is too short to be effective.

See also the signed Affidavit Regarding Collocation dated March 20, 2024 at Exhibits F, F1, and F2 (***Justification Statement at PDF Pages 40-41 – enclosed for ease of reference***) executed by Mr. Brent E. Hager of SBA, certifying that he searched the surrounding area (the ½-mile search radius and even within a ***1-mile radius*** of the proposed site) for opportunities to collocate on existing structures and there were no

viable options, including the two closest towers (*i.e.*, the Broward County Utility Site, which only allows for government agencies to place antennas for security reasons as detailed in Exhibit F1, and the Willie Web Park Crown Castle site) already identified on Exhibit A (***Justification Statement at PDF Page 24 – enclosed for ease of reference***).

> **Note: No other building (or other structure) to collocate upon that is tall enough and close enough that could satisfy Verizon's needs was found within the search area, or even within 1 mile of the proposed SBA site.**

See also Verizon Affidavit as to Pre-Existing Structures from Verizon Wireless (***Justification Statement at PDF Page 39 – enclosed for ease of reference***) executed by Jorge Castaneda, RF Engineer, Verizon Wireless, and dated October 16, 2024, attesting that there are no existing structures within a ±0.5-mile radius to fulfill their coverage and capacity needs. *See also* ***enclosed*** slides at Page 10, reflecting pre-existing tower locations in relation to the City limits which are not suitable or available.

3. ***Exhibit D3 [of the Justification Statement at PDF Page 31 – enclosed for ease of reference] does not include other towers within Lauderdale Lakes (Willie Web Park and the Broward County Utility site), that were within the 1 mile radius. It should identify those sites as well as any others that are missing. Testimony provided at the hearing indicated additional towers that were not identified within your materials may exist, to include a tower located near the intersection of 38th Street and 29th Street.***

Exhibit A (***Justification Statement at PDF Page 24 – enclosed for ease of reference***), with a black boundary line for the City limits, and Exhibit D3 (***Justification Statement at PDF Page 31 – enclosed for ease of reference*** – showing where Verizon Wireless has pre-existing antennas) show the existing inventory of SBA pre-existing towers and antennas in relation to the City limits and the service providers' towers within a one-mile radius from the proposed site required as part of the original application by City Code Section 1111.3, with both applications being found sufficient by City staff on August 1, 2025. However, please also accept the map ***enclosed*** at Page 10,[1] which again shows all tower and antenna facilities in relation to the City limits. No other pre-existing towers are missing from these maps and there are no tower facilities near the intersection of NW 38th AVENUE/NW 29th Street.

See also the signed Affidavit Regarding Collocation dated March 20, 2024 at Exhibits F, F1, and F2 (***Justification Statement at PDF Pages 40-41 – enclosed for ease of reference***) executed by Mr. Brent E. Hager of SBA, certifying that he searched the surrounding area (the ±0.5-mile search radius and even within a 1-mile radius of the proposed site) for opportunities to collocate on existing structures and there were no viable options, including the two closest towers (*i.e.*, the Broward County Utility site, which only allows for government agencies to place antennas for security reasons as detailed in Exhibit F1, and the Willie

[1] The proprietary, licensed TowerSource™ platform by Ookla, LLC (*available at* https://www.towersource.com/) was utilized to create this map to depict pre-existing sites in relation to the City limits. TowerSource™ provides a comprehensive online database for "vertical assets" in the telecommunications industry, like cell towers. TowerSource collects data from the Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA"), and other agencies to obtain the most current data available. Users, including major carriers and acquisition companies, access the TowerSource™ platform to find detailed information on tower locations, ownership, and management to aid in site evaluation.

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Web Park Crown Castle site) already identified on Exhibit A (***Justification Statement at PDF Page 24 – enclosed for ease of reference***) and again identified on the map ***enclosed*** at Page 10.[2]

> **Note: No other building (or other structure) to collocate upon that is tall enough and close enough that could satisfy Verizon's needs was found within the search area, or even within 1 mile of the proposed SBA site.**

See also Verizon Affidavit as to Pre-Existing Structures from Verizon Wireless (***Justification Statement at PDF Page 39 – enclosed for ease of reference***) executed by Jorge Castaneda, RF Engineer, Verizon Wireless, and dated October 16, 2024, attesting that there are no existing structures within a ½-mile radius to fulfill their coverage and capacity needs.

4. ***A detailed description as to the suitability of each pole identified on Exhibit D3 [of the Justification Statement at PDF Page 31 – enclosed for ease of reference] should be provided.***

Exhibit D3 shows only Verizon Wireless' pre-existing antenna sites. Exhibit A (***Justification Statement at PDF Page 24 – enclosed for ease of reference***), with a black boundary line for the City limits, provides an inventory of pre-existing sites within 1-mile of the proposed location and in relation to the City limits. However, please also accept the map ***enclosed*** at Page 10,[3] which again shows all tower and antenna facilities in relation to the City limits. *See also* responses to Nos. 2 and 3 above.

5. ***Provide a narrative of exploration of co-location opportunities on existing utility infrastructure.***

Please see responses to Nos. 1 (as to small cell towers and the proposed tower height, which again is 50-feet lower than the 150-foot height permitted for three or more users pursuant to the City's Land Development Regulations, Section 1111.5), 2, and 3 above, including the ***enclosed*** slides.

Thank you.

Very truly yours,

Sanjay Dhawan, Vice President New Business Technology and Operations
SBA Communications

Enclosures (as stated)

[2] FN 1.
[3] *Id.*

Sanjay Dhawan is the Vice President of New Business Technology and Operations at SBA Communications, a leading independent owner and operator of wireless communications infrastructure, including towers, buildings, rooftops, distributed antenna systems (DAS) and small cells. SBA has a portfolio of 44,000 Communication Sites across North, Central and South America, and Africa.

In his role at SBA, Sanjay is responsible for supporting and advising on Technology and Radio Frequency (RF) Design aspects around SBA's Wireless Communications Infrastructure business and manages a team of RF engineers who are responsible for performing RF design for SBA.

Sanjay has thirty-four (34) years of USA and international wireless telecom experience working in designing, deploying, and optimizing networks with wireless carriers. He has worked extensively with 5G Wireless Technologies and Architectures starting from the early days of 5G. During his tenure in the wireless industry, Sanjay has worked with wireless carriers on multiple generations of deployment from 2G to 5G. Sanjay has held Professional and Leadership Roles in Wireless & Fixed Systems spanning Technology and Strategy domains.

Sanjay holds a Master of Science in Electrical Engineering from Virginia Tech, USA, with a specialization in Computer Engineering and Computer Communications. He also holds a Bachelor of Engineering in Electronics and Electrical Communications from the Thapar Institute of Engineering & Technology, India.

AFFIDAVIT AS TO PRE-EXISTING STRUCTURES

BEFORE ME this day personally appeared **Jorge Castaneda**, as **Radio Frequency Engineer** with **Verizon Wireless**, who after being duly sworn and deposed says that:

1. After conducting a thorough survey of the area around the subject property located at 3001 North State Road No. 7, Lauderdale, Lakes, FL 33313, there are no existing structures within a 0.5-mile radius that can support the proposed antenna equipment necessary to expand wireless service into this area and to add the needed network capacity; and

2. Verizon Wireless has carefully reviewed all potential existing structure options, but none meet the necessary requirements for height, load capacity, or location suitability.

By: _____
Jorge Castaneda, Radio Frequency Engineer
Verizon Wireless

STATE OF Florida

COUNTY OF Broward

Sworn to and subscribed before me by means of ☐ physical presence or ☑ online notarization this 16th day of October **2024**, by **Jorge Castaneda** as **Radio Frequency Engineer** with **Verizon Wireless**, a Florida limited liability corporation.

NOTARY PUBLIC

Personally Known X OR
Produced Identification _____

_____
Type of Identification

Sign DocuSigned by: Mark Baesch 474A2FE44F36400...
Print Mark Baesch
My Commission expires: April 27th, 2028

MARK BAESCH
Notary Public - State of Florida
Commission # HH 520700
My Comm. Expires Apr 27, 2028
Bonded through National Notary Assn.

Affidavit Regarding Collocation - SBA Communication, Inc. - Lauderdale Lakes / WM 3625 site

To Whom it may concern:

This affidavit is to certify that I, Brent E. Hager am authorized by SBA Communications to work on their behalf, performing Site Acquisition services for the WM 3625 Lauderdale Lakes new cell tower site project.

It is to further certify that I have searched the surrounding area for possibilities to collocate the project's antennas upon, instead of building a new tower site, but have found none that are viable.

Lastly, page 3 shows a verification from Lauderdale Lakes that the city prefers that we find a different parcel, but that if we did not, they would consider a tower site in the Otis Gray Park parcel. **We found another parcel for the site.**

The closest existing tower site is 0.67 miles from the proposed site and is owned by Broward County. Broward County only allows for government agencies to place antennas on their towers for security reasons. See the statement on page 2 from Broward County showing confirmation of the statement above. This is "A" on page 2.

The 2nd closest tower is 0.89 miles from the proposed site and is owned by Crown Castle. It is too far away and also too short to provide the coverage needed for this project. It is only 100' tall, with 3 existing carriers already. This is "B" on page 2.

Any other towers are > one mile from the proposed site and are also considered by RF Engineering to be of no use to collocate upon for this project.

No other suitable structure that is tall enough and close enough to collocate upon was found, as well.
Of the alternative options listed in the Land Development Code, item (h), New stealth tower on privately owned property, is the option that became available. Our search determined that higher ranked alternative options were not available.

Print name of Petitioner Brent E. Hager

Signature of Petitioner Brent E. Hager

Notary
STATE OF NC COUNTY OF Alexander
The foregoing instrument was Sworn to and Subscribed before me this 20th of March 2024 by Brent E. Hager, who is personally known to me or who has produced NCDL as identification.

Printed Name of Notary Public Kristy M. Harrell

Signature of Notary Public Kristy M. Harrell

My Commission Expires: August 1st 2024

KRISTY M. HARRELL NOTARY PUBLIC ALEXANDER COUNTY, NC

Towers within, or close to one mile from the proposed site's coordinates;

Tower owner, coordinates, distance/direction from site and tower description:

A: Owned by Broward County and the County will not allow a collocate on towers used for emergency services. Its coordinates are: 26.172127, -80.203605; The tower is 0.71 mi NNE of site. It is a 135' monopole. **Not viable, as Broward County does not allow carrier collocation.**

B: Owned by Crown Castle and is on Lauderdale Lake property at a park. Its coordinates are: 26.153628, -80.195714. The tower is 0.89 mi SE of site; It is a 100.1' monopole, with 3 carriers in the top spots already. Estimated 60' RAD and below are available. **The tower site is too far away and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

C: Also owned by Crown Castle, at: 26.152732, -80.220011; 1.06 mi SW of site; 125' monopole with 4 carriers in the top spots. Estimated 70' and below available. **The site is also too far and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

***Any other existing towers, or tall structures are even further away than 1.06 miles and are of no use to collocate upon to satisfy Verizon's needs, per the RF Engineering report provided.**

Confirmation below – Leroy Keating: Carrier collocation is not allowed on Broward County's towers.

Brent Hager

From:	Keating, Leroy <LKEATING@broward.org> on behalf of Keating, Leroy
Sent:	Wednesday, August 17, 2022 11:08 AM
To:	Brent Hager
Cc:	Derek Waite
Subject:	RE: Verizon site name WM 3625 - Verification - Can or cannot collocate on County-owned tower

Good Morning Mr. Hager,

I had to do a little research to find this tower as it was not on our main list of towers. The tower in question is used specifically and only for the water treatment plant. There are no emergency communications or commercial communications placed on this tower. Water Wastewater has noted that the tower was only designed to hold their antennas.
As we discussed earlier Broward County only allows for government agencies to place antenna on the Broward County towers. The County does not allow for any commercial antenna to be placed on the County owned towers. This is due to security concerns from Homeland Security, Federal, State and Local Police.

Sincerely,

Leroy Keating

Leroy Keating
Property Agent
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Phone: (954) 357-6815 Fax: (954) 357-5544
Email: lkeating@broward.org

Map of the closest existing tower sites to the proposed SBA site

Note: No other building (or other structure) to collocate upon that is tall enough and close enough that could satisfy Verizon's needs was found within the search area, or even within 1 mile of the proposed SBA site.

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Inventory of existing sites

(FL22902-S - WM 3625 Lauderdale Lakes)

- SBA Communications / SBA Towers X, LLC has no pre-existing telecommunications towers and antennas within the city of Lauderdale Lakes.

- Please see below the pre-existing telecommunication towers of others within one mile radius from the proposed site (3001 N STATE Rd 7, Lauderdale Lakes, FL / Parcel ID: 494125430010).

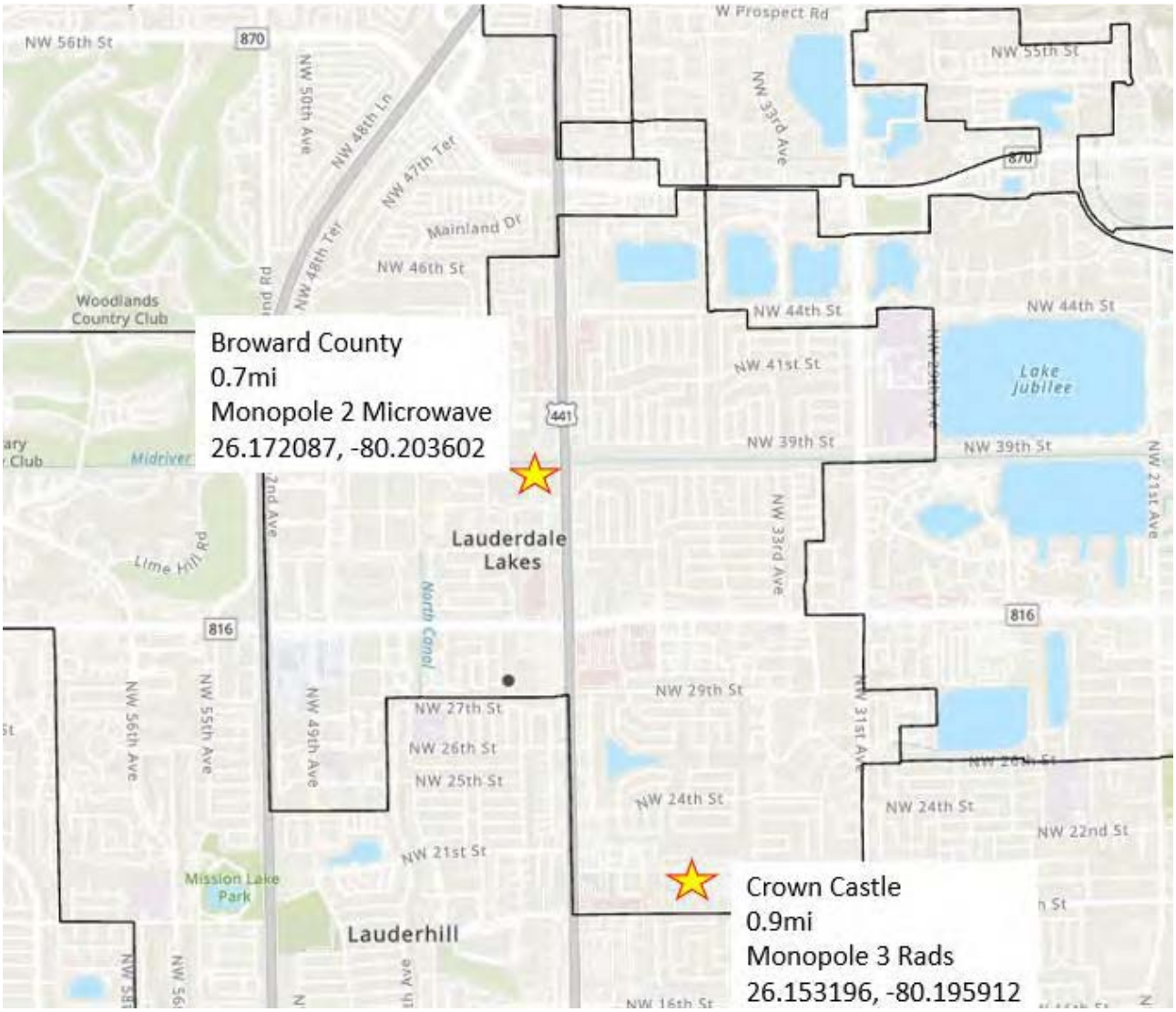


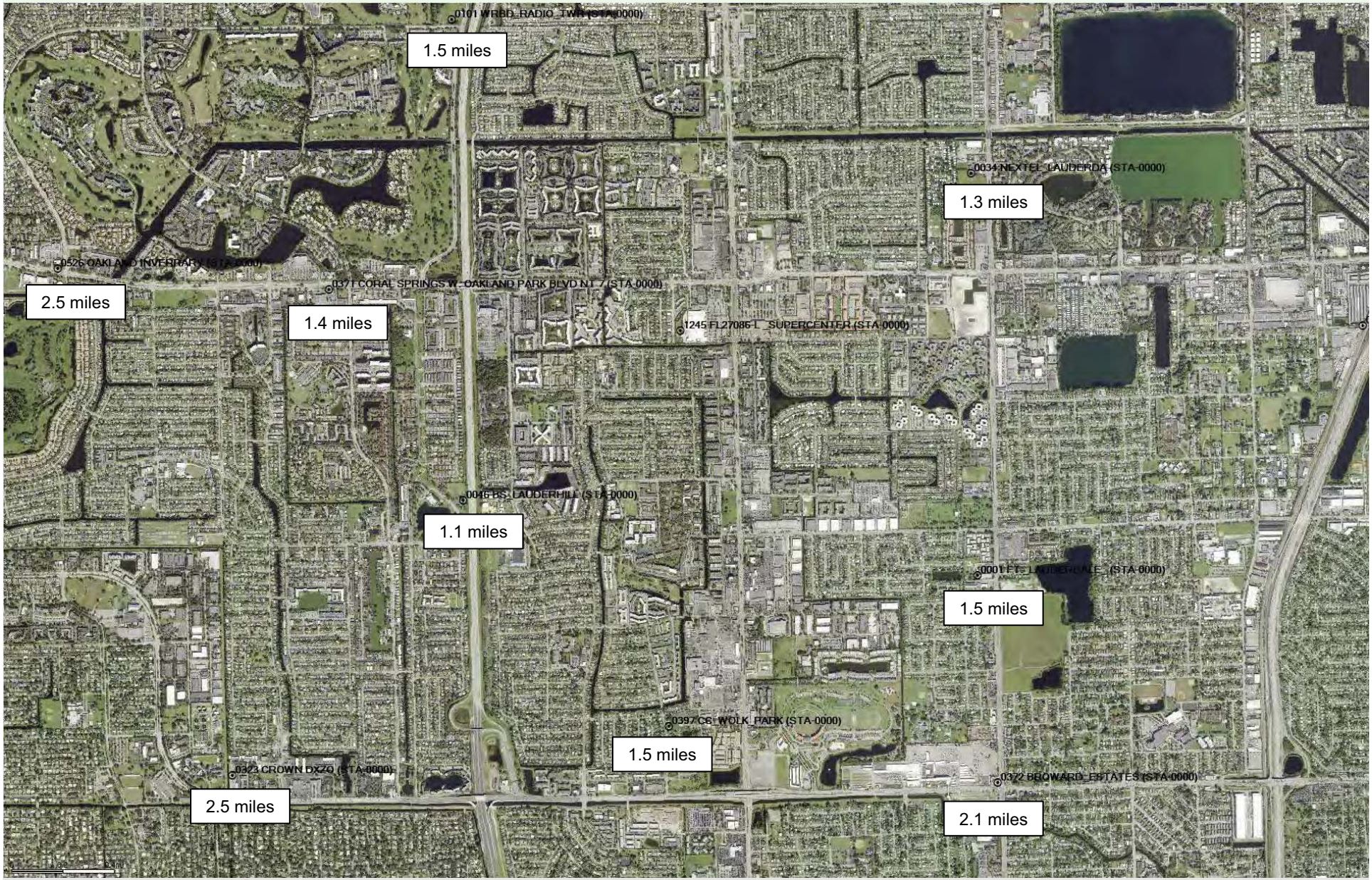
EXHIBIT A
Exhibit C to Staff Reports ("Justification Statement"), PDF Page 24

Capacity is the amount of resources a cell site has to handle customer demand. We utilize sophisticated programs that use current usage trends to forecast future capacity needs. Since it takes an average of (1-3) years to complete a cell site project, we have to start the acquisition process several years in advance to ensure the new cell site is in place before the existing cell site hits capacity limits.

Location, Location, Location. A good capacity cell site needs to be in the center of the user population which ensures even traffic distribution around the cell. A typical cell site is configured in a pie shape, with each slice (aka. sector) holding 33% of the resources. Optimal performance is achieve when traffic is evenly distributed across the 3 sectors.

Height. The requested tower height is the minimum height required to allow Verizon Wireless to meet the stated service objectives and provide seamless service to surrounding Verizon Wireless towers. Any reduction in the tower height will result in significantly diminished coverage improvements and capacity relief to the service area.

Verizon Wireless Site Map



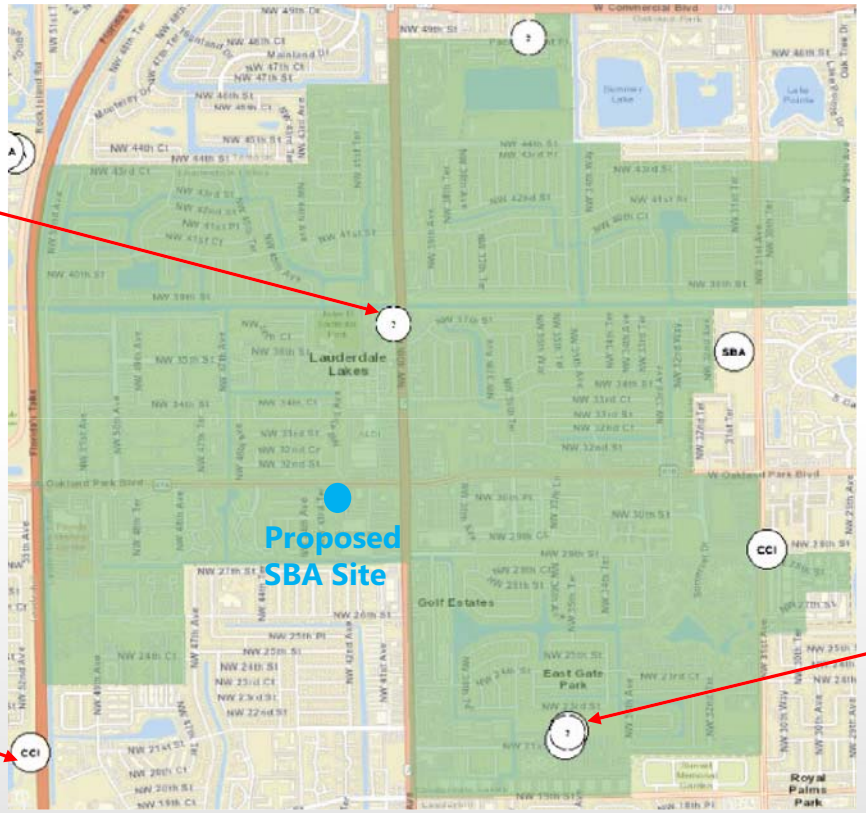
verizon

5G Coverage and Throughput Analysis for Proposed Site FL22902-S at Walmart Lauderdale Lakes

08 September 2025

Pre-Existing Tower Locations in Relation to City Boundary

Broward County Monopole 2
Microwave
AGL= 125'
Distance From SBA Site= 0.7 mi



Crown Caste
AGL= 125'
Distance From SBA Site= 1.13 mi

Willie L. Webb. Sr Park (Crown Castle)
AGL= 95'
Distance From SBA Site= 0.9 mi

Coverage and Capacity

verizon

Introduction:

There are two main drivers that prompt the need for a new cell site. One is coverage and the other is capacity.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

Crowdsource Data based Coverage/Quality Analysis for Verizon in Proximity of Proposed Site

Coverage

Quality

The above plots are based on 3rd party (Ookla) Crowdsource Data platform, an industry standard, which provides a view into LTE and 5G experience for users within the geographic area. This platform captures data from user handsets aspects such as network coverage and quality, which are considered for planning new sites.

As can be seen from above coverage chart, Verizon users experience degraded coverage in residential areas both West and East of the proposed site. As well as on Oakland Park Blvd west of the site. In addition, it can be observed from the Quality chart that Verizon users experience degraded quality on state Rd 7 east of the site, which points to heavy congestion in this area. This is despite 5G upgrade by Verizon neighbor sites.

Crowdsource Data based Coverage/Quality Analysis for AT&T in Proximity of Proposed Site

Coverage

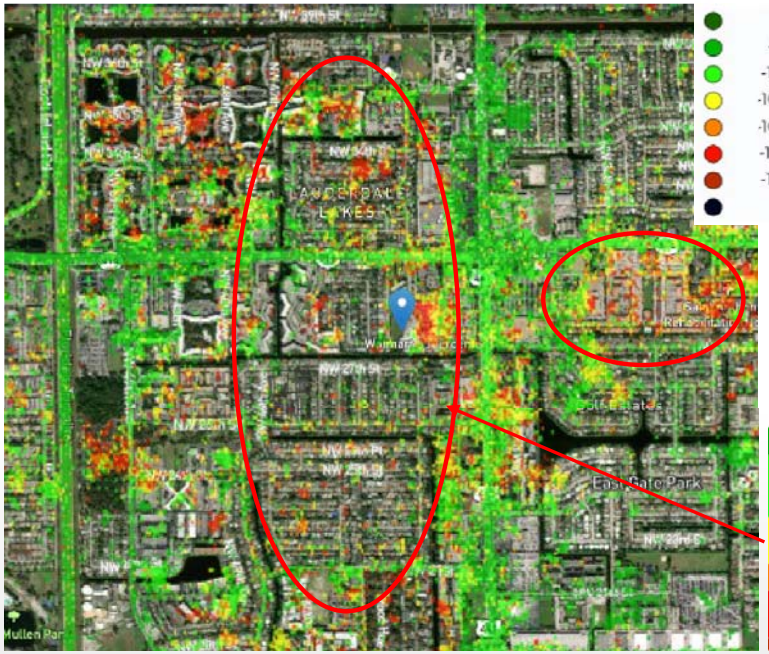
Quality

The above plots are based on 3rd party (Ookla) Crowdsource Data platform, an industry standard, which provides a view into LTE and 5G experience for users within the geographic area. This platform captures data from user handsets aspects such as network coverage and quality, which are considered for planning new sites.

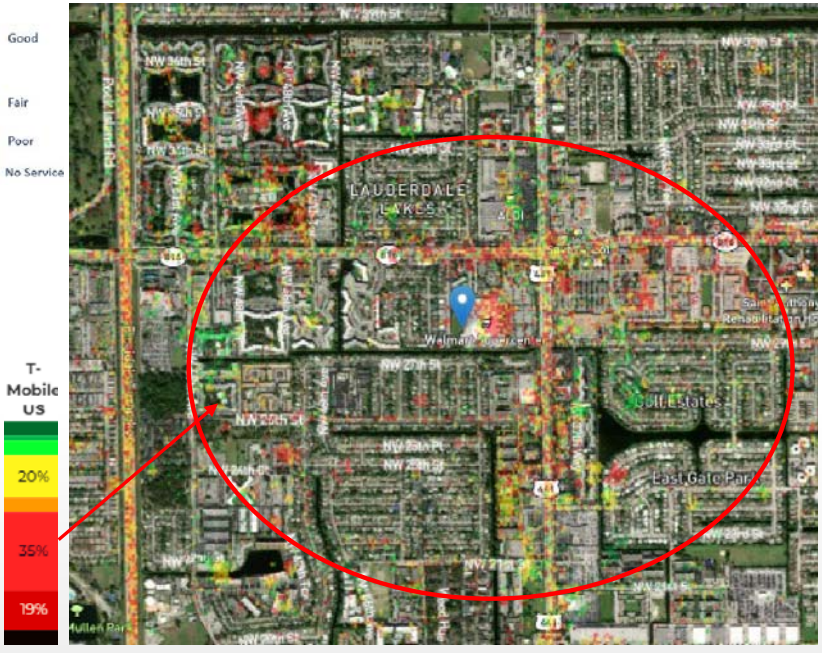
As can be seen from above coverage chart, AT&T users experience degraded coverage in residential areas both Northwest, West and East of the proposed site. In addition, it can be observed from the Quality chart that AT&T users experience degraded quality on Oakland Park Blvd north of the site as well as state Rd 7 east of the site, which points to heavy congestion in this area. This is despite 5G upgrade by AT&T on neighbor sites.

Crowdsource Data based Coverage/Quality Analysis for T-Mobile in Proximity of Proposed Site

Coverage



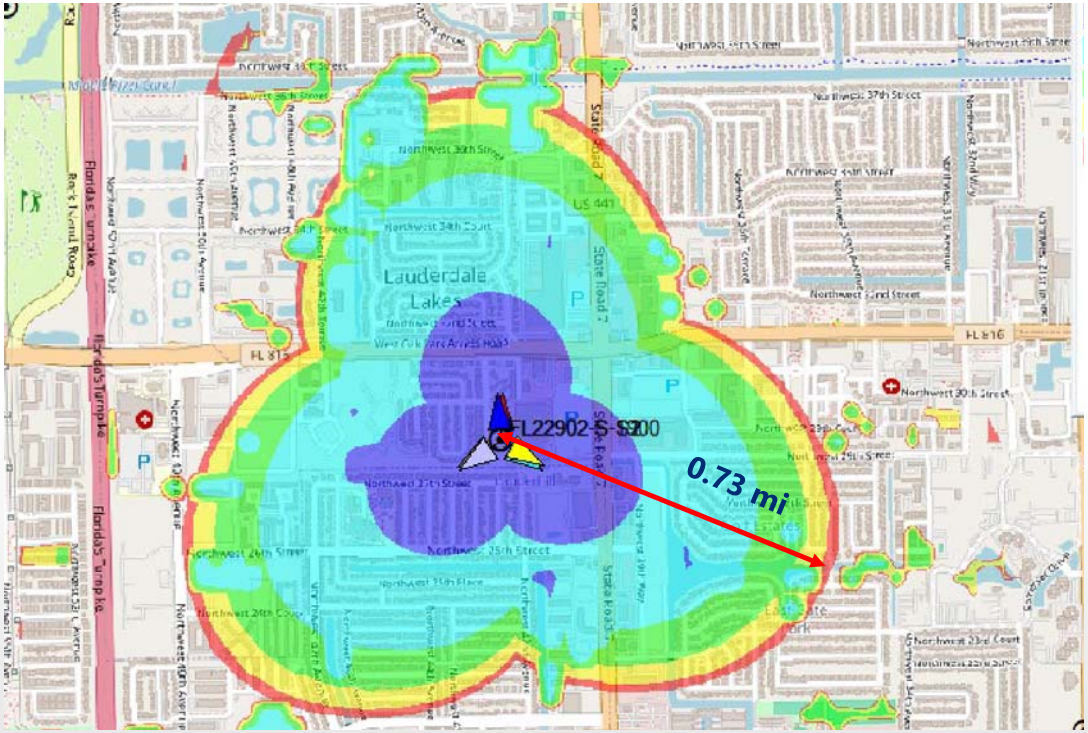
Quality



The above plots are based on 3rd party (Ookla) Crowdsource Data platform, an industry standard, which provides a view into LTE and 5G experience for users within the geographic area. This platform captures data from user handsets aspects such as network coverage and quality, which are considered for planning new sites.
As can be seen from above Quality chart, T-Mobile users experience degraded quality on Oakland Park Blvd north of the site as well as state Rd 7 east of the site as well as residential areas both West and East of the proposed site. This is despite 5G upgrade by T-Mobile on neighbor sites.

5G Data Throughput when 5G Radios and Antenna are at Tower Top

Downlink Throughput Prediction 105’ Monopole



Total Area covered 1.2 Sq. mi.

Peak Throughput (Mbps) >=1324
Peak Throughput (Mbps) >=800
Peak Throughput (Mbps) >=500
Peak Throughput (Mbps) >=300
Peak Throughput (Mbps) >=140

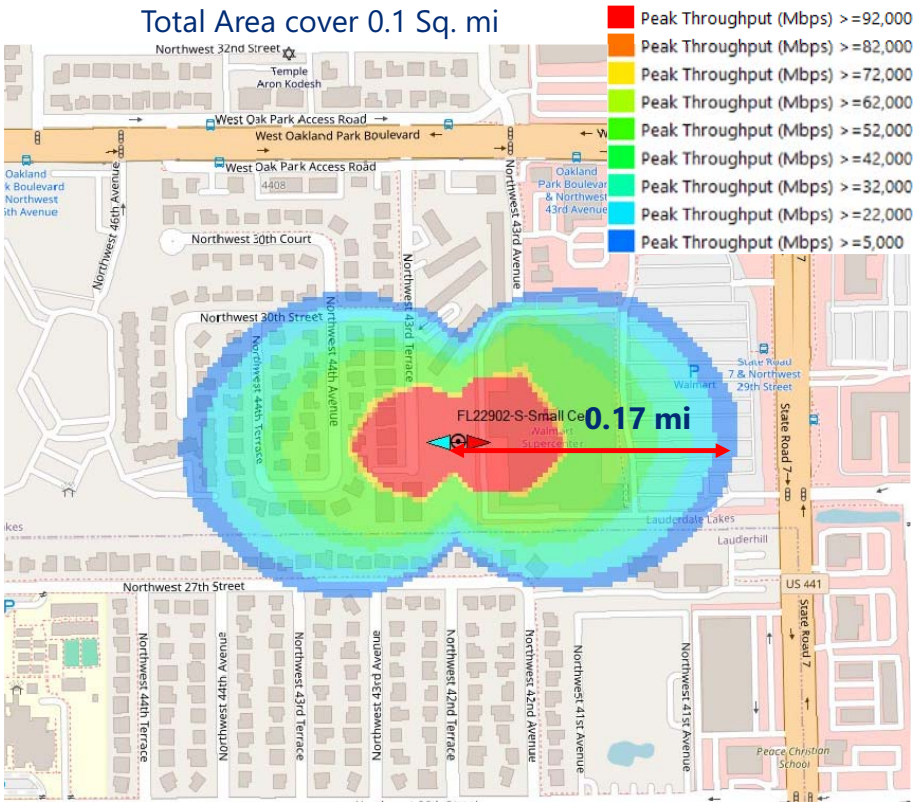
In a 105’ Monopine site proposed by SBA, the 4G and 5G antennas and radios are deployed on tower top, which includes advanced 5G Massive MIMO (Multi Input Multi Output) antenna technology. The prediction considers 20+20 MHz of 600 MHz spectrum, 40+40 MHz of 1900+2100 MHz FDD spectrum and 160 MHz (2.5 / 3.7 GHz) of mid band TDD spectrum, which are deployed in a macro environment. With advanced 5G technology and maximum user of spectrum, users experience peak speeds varying from 500 Mbps to 1.3 Gbps across majority of the coverage area, and 140 to 300 Mbps at the edge of the coverage area.

the site coverage in a Monopine scenario is enhanced to 0.73 miles from tower or 1.2 sq. miles or coverage area, as show in the attached plot.

This will enhance the coverage and user experience for residents, businesses and users passing through the city in the proximity of the site.

This plot is created leveraging ATOLL raytracing system, an industry standard for assessing coverage for new sites.

Total Area cover 0.1 Sq. mi



The attached plot shows a 35' 4G+5G Small Cell deployment scenario at a Walmart location. Given the height of small cell, only micro radios and small antennas can be deployed, which are typically deployed in 2 directions. In this scenario, only 40+40 MHz of FDD spectrum and 40 MHz of TDD spectrum can be deployed from the tower. As a result. The small cell has a range of 0.17 miles from the pole and a coverage area of 0.1 sq. miles. Further, given the small antenna size and limited power, the small cells have peak speeds of 92 Mbps and 30 – 40 Mbps in much of the cell area.

When comparing a macro site with a small cell, the macro site has an area of 12X the small cell, which would imply 12 small cells to a macro cell is a perfect condition. However, in most cases, it is not possible to deploy small cells in ideal locations, which increases the number of small cells to 15-20X a macro tower.

Further, the experience with a small cell is that of 4G given the low user speeds vs. 5G with a macro tower.

Each small cell requires it own fiber and power and takes time to deploy, which also makes it cost prohibitive.

This plot is created leveraging ATOLL raytracing system, an industry standard for assessing coverage for new sites.

MAXWELL·HENDRY·SIMMONS
real estate appraisers & consultants

Value Impact Study

Proposed Wireless Infrastructure (Monopole) Project
3001 N SR 7
Lauderdale Lakes, Florida, 33313

Published Date of Study: August 22, 2025
File Name: 25080102 – SBA Towers X, LLC – 3001 N SR 7 Lauderdale Lakes

Prepared For
SBA Towers X, LLC
8051 Congress Avenue
Boca Raton, Florida, 33487

SBA Towers X, LLC
c/o Juliana Mahlmeister
Value Impact Study
Executive Summary

Study Charge

To determine the value impact to neighboring properties, if any, as a result of the approval and development of the proposed wireless infrastructure project.

Objectives of the Study

The objectives of the study are to inform the client of any impact on property values (sales prices and lease rates) stemming from the approval, and ultimate development, of the proposed project. The intent of the study is to sufficiently inform planning staff and the City of Lauderdale Lakes planning staff and City Commission regarding these impacts, if any.

Research Methods

The study includes the following methods and research elements
- Analysis of the Subject Property and Surrounding Uses/Neighborhoods
- Statistical Analysis of Individual Comparison Pairs and Marketing Trends
- Statistical Analysis of Aggregate Sales Data
- Survey of Leasing Managers at Existing Multi-Family Projects
- Research into Applicable Academic Articles and Studies

Conclusions

The results of the study indicate that the approval of the proposed wireless infrastructure project at 3001 N SR 7, Lauderdale Lakes, Florida, will not negatively impact the value (sale prices and lease rates) of surrounding properties. Each of the research methods utilized indicated that negative impacts to the value of adjacent properties should not be expected. Market research was completed in South Florida and in other communities where this dynamic and contiguity is present. The study results have been determined through the methods described above and the quantitative processes undertaken are statistically relevant for the project.

Further, many sales and leasing agents indicate that the availability and quality of wireless coverage is a material consideration of their clients when choosing where to live or conduct business. This conclusion is evident through multiple published sources and was confirmed by multiple transaction participants contacted during this study.

This report is only a summary of the findings and conclusions. If additional information is needed regarding research parameters, methods, and limiting conditions, please let me know.

Sincerely,

Matthew S. Simmons
State-Certified Residential Real Estate Appraiser, RD5762
State-Licensed Real Estate Broker, BK3214690

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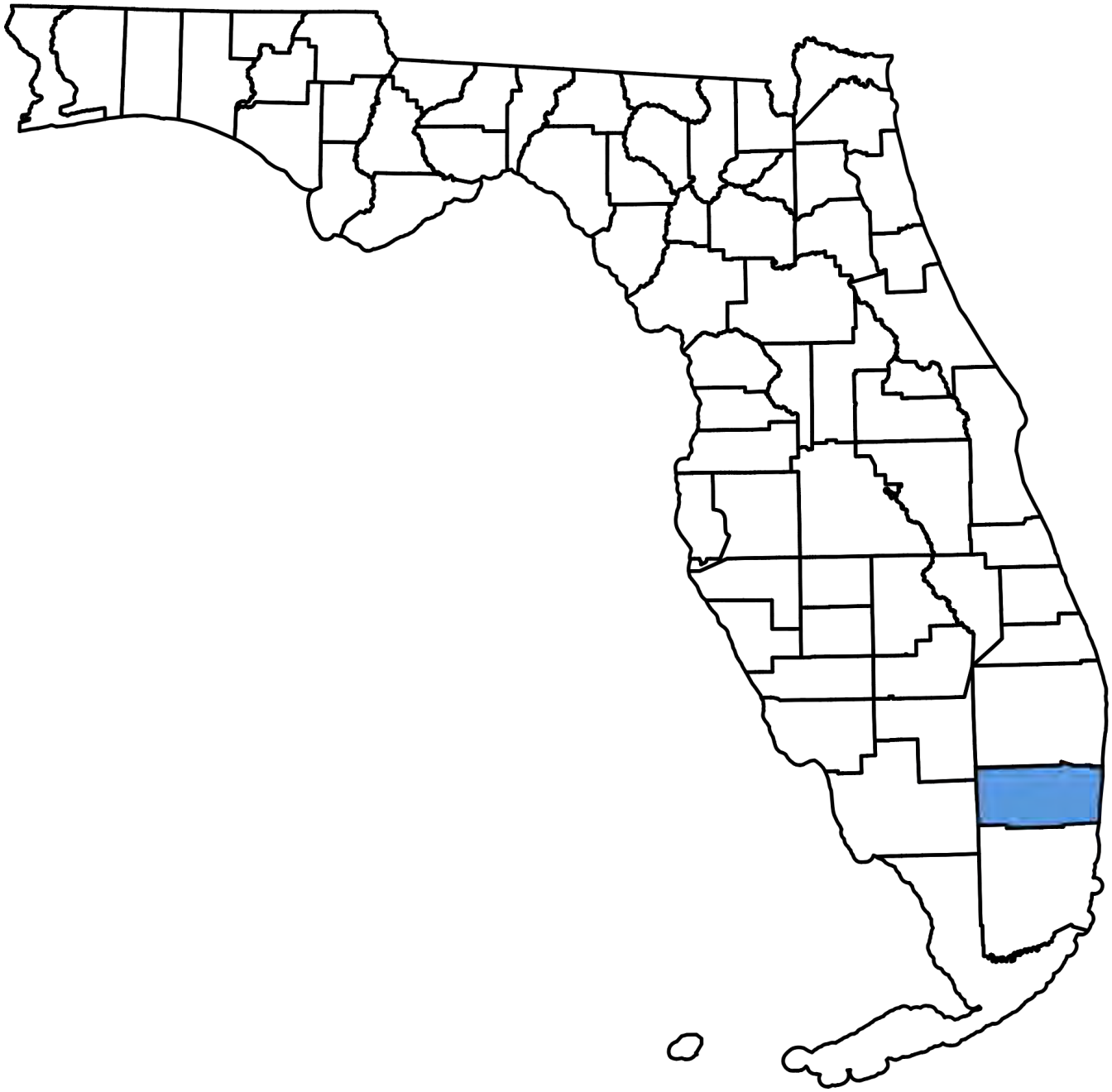
Sec. I: Introduction

Owner of Record:	Wal-Mart Stores East, LP
Address:	3001 N State Rd 7, Lauderdale Lakes, FL 33313
Tax ID:	494125430010
Site Area:	Parent Tract - 886,683 square feet / 20.36 acres Project Site – 3,525 square feet / 0.08 acres
Improvements and Uses:	The parent tract is currently improved with a Wal-Mart Superstore constructed in 2006. This building contains 227,359 square feet of gross building area. Wal-Mart's offerings at this location include a garden center on the southeast side of the superstore, a Beer, Wine and Spirits section on the northeast side, and an auto care center on the southwest side near the project site. There are also six dock-high loading docks to facilitate semi-trailers. The loading docks are located on the west side of the superstore building. The southwest corner of the site (general location of project site) includes a retention area bordered by landscaping on all sides and a concrete wall to the west that provides a buffer for residential uses west of the parent tract.
Zoning: **Future Land Use:**	B-3 Commerce
Published Date of the Market Study:	19 August, 2025
Client:	SBA Towers X, LLC
Project Concept:	SBA Towers X, LLC is seeking to construct a 100-foot monopole cell tower (105 feet including the faux stealth branches) in the southwest corner of the Wal-Mart Superstore parcel at 3001 N State Rd 7, Lauderdale Lakes, FL 33313. The applicant is seeking Exceptions to the concrete wall and landscaping requirements and the one-mile separation requirement between telecommunication towers. The proposed tower would be 0.7 miles from a Broward County monopole and 0.9 miles from a Crown Castle monopole. Both exceptions are needed pursuant to the requirements of Sec. 1111.5. The pole would consist of galvanized steel with a self-supported foundation. The structural design of the tower is intended to support capacity of up to four wireless carriers. The project includes the installation of a chain-link fence with vinyl privacy slats to secure access and screen visibility of the equipment and infrastructure. The applicant plans to restore any disturbed landscaping and protect existing trees to remain on the site.

Sec. II: Market and Neighborhood Analysis

Broward County Market Data



Broward County, named for Napoleon Bonaparte Broward, was created from Dade County in 1915. The present-day Broward County encompasses 1,323 square miles, with a variety of habitats, including a significant portion of the Everglades. The county's eastern boundary is the Atlantic Ocean. The county contains a total of 1,209 square miles of land area and 114 square miles of water area. There are 31 Incorporated areas within Broward County, Lauderdale Lakes being among them.

City of Lauderdale Lakes: Incorporated in 1961. 3.68 Square Miles. 2025 Population: 37,333.

Lauderdale Lakes is a centrally located city in Broward County whose civic center sits at the crossroads of State Road 7/US-441 and Oakland Park Boulevard. Established on June 22, 1961, the community began as a planned suburban/retirement enclave and has evolved into a compact, urban municipality that links western and eastern Broward. Ongoing reinvestment is guided by the city's Community Redevelopment Agency, which focuses on revitalization and mixed-use infill along the SR-7 corridor. The local economy is anchored by retail, medical/health-care services, and small businesses, with convenient access to regional employment centers in greater Fort Lauderdale and the Miami metro area.

Within Broward County, the six incorporated areas with the greatest population are as follows:

City of Fort Lauderdale: Incorporated in 1911. 36 Square Miles. 2025 Population: 192,655.

The city is named after a series of forts built during the Second Seminole War, which took their name from Major William Lauderdale. Fort Lauderdale is known as the "Venice of America" due to its extensive and intricate canal system. As the county seat of Broward County, it serves as a major hub for business, tourism, and marine industries. Fort Lauderdale's economy is diversified, with significant sectors in finance, technology, and real estate, in addition to its famous tourism industry.

City of Pembroke Pines: Incorporated in 1960. 34.76 Square Miles. 2025 Population: 170,538.

Pembroke Pines is a large suburban city located in the southern part of Broward County. It is a significant part of the Miami metropolitan area and is known for its master-planned communities, numerous parks, and a highly regarded municipal charter school system. The city's name comes from the Earl of Pembroke and the prominent pine trees that were once abundant in the area.

City of Hollywood: Incorporated in 1925. 30 Square Miles. 2025 Population: 154,910.

Hollywood is a coastal city in southeastern Broward County, located between Fort Lauderdale and Miami. It was founded by developer Joseph Wesley Young, who envisioned a "Hollywood-by-the-Sea" on Florida's East Coast. The city is known for its beautiful beaches, the Hollywood Beach Broadwalk—a paved promenade that stretches for nearly 2.5 miles along the ocean—and its lively downtown arts and entertainment scene. The city is also home to a portion of the Seminole Tribe of Florida's reservation.

Town of Miramar: Incorporated in 1955. 28.85 Square Miles. 2025 Population: 139,431.

The city was founded by A.L. Mailman and named for the Miramar neighborhood in Havana, Cuba, where he had a summer home. The name "Miramar" translates to "look at the sea" in Spanish. Located in the southwestern part of Broward County, Miramar is the fourth-largest city in the county by population. It has grown from a small "bedroom community" into a diverse and modern city with a mix of residential, commercial, and industrial areas.

City of Coral Springs: Incorporated 1963. 24 Square Miles. 2025 Population: 134,474.

Coral Springs is located in the northwest corner of Broward County and is known for its family-oriented atmosphere, quality schools, and extensive park system. The city was developed by Coral Ridge Properties and has a reputation for its strict development codes, which have contributed to its well-maintained appearance. Despite its name, the city does not have any natural springs, and the name was chosen for marketing purposes.

City of Pompano Beach: Incorporated 1908. 24.7 Square Miles. 2025 Population: 115,663.

Named for the Florida Pompano, a tropical fish found in the local waters, Pompano Beach is located along the Atlantic coast, just north of Fort Lauderdale. The city's history is tied to the arrival of the Florida East Coast Railway in the late 19th century, which helped it grow from a small farming community. Today, it is a vibrant coastal city known for its revitalized beachfront, the Pompano Beach Fishing Village, and its status as a major boating and diving destination.

There are many other incorporated communities in Broward County, both rural and suburban in nature. Some include Davie, Sunrise, Plantation, Deerfield Beach, Lauderhill, Lauderdale Lakes, Tamarac, Coconut Creek, and Hallandale Beach.

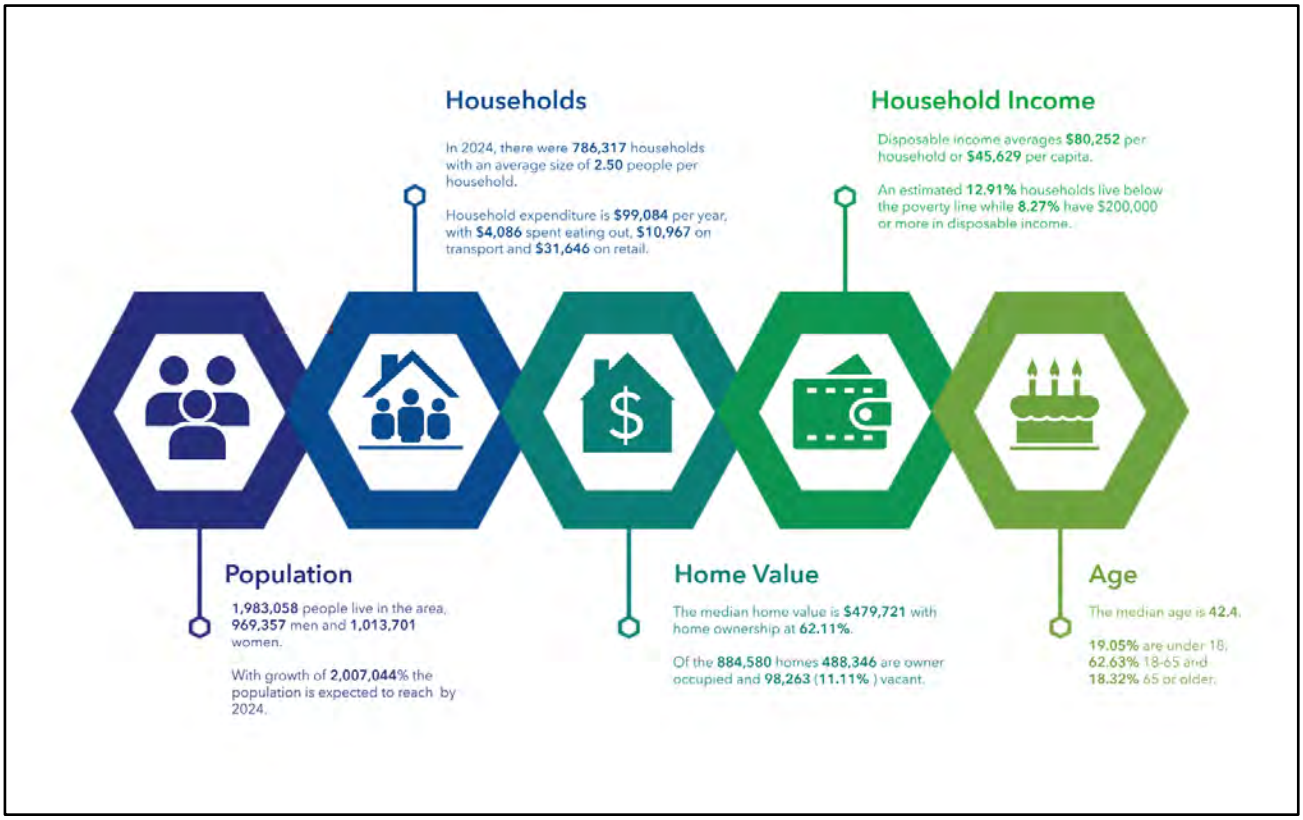
There are four basic factors that influence value according to *The Appraisal of Real Estate*, Fourteenth Edition. These factors include:

I. Social Forces
II. Economic Forces
III. Governmental Forces
IV. Environmental Forces

Each of the forces interacts, resulting in increases, decreases, or stabilization of property values. As a result, these forces also serve to directly affect the demand for real property in a particular area. The four forces that affect values are described as follows:

I. Social Forces

Variable	Broward County, FL	Florida	USA
2025 Total Population	1,983,058	23,027,836	339,887,819
2030 Total Population	2,007,044	24,297,976	347,149,422
2025-2030 Growth Rate: Population	0.24%	1.08%	0.42%
2025 Median Household Income	$80,252	$78,205	$81,624
2025 Average Household Income	$114,978	$111,382	$116,179
2025 Total Households	786,317	9,263,074	132,422,916
2025 Median Home Value	$479,721	$416,969	$370,578
2025 Average Home Value	$556,283	$500,395	$476,461
2025 Home Value $50K-$99,999	16,547	216,401	4,219,526
2025 Home Value $100K-$149,999	19,606	217,267	4,712,129
2025 Home Value $150K-$199,999	19,074	281,645	6,259,712
2025 Home Value $200K-$249,999	22,634	349,307	6,926,087
2025 Home Value $250K-$299,999	22,526	413,797	7,072,585
2025 Home Value $300K-$399,999	67,520	1,196,968	13,597,170
2025 Home Value $400K-$499,999	79,865	1,115,239	10,535,432
2025 Home Value $500K-$749,999	137,111	1,314,920	14,809,598
2025 Home Value $750K-$999,999	52,040	460,436	6,759,724
2025 Home Value $1 Million-$1,499,999	21,551	205,181	3,501,778
2025 Home Value $1.5 Million-$1,999,999	6,975	76,673	1,309,706



Source: Esri

II. Economic Forces

Economic considerations involve the financial capacity of the inhabitants of a region to rent or own property and properly maintain it. These economic forces may include income levels, unemployment rates, the economic base of a region and the strength of development and construction.

	2025	2024	2023	2022	2021
UNEMPLOYMENT RATE[1]	3.7% (June)	3.2% (Annual)	2.9% (Annual)	3.0% (Annual)	4.9% (Annual)
SINGLE-FAMILY MEDIAN PRICE[2]	$629,950 (June)	$616,000 (Annual)	$580,000 (Annual)	$550,000 (Annual)	$470,000 (Annual)
RETAIL VACANCY RATE[3]	4.1% (QTD)	3.9% (Annual)	3.4% (Annual)	3.5% (Annual)	4.1% (Annual)
OFFICE VACANCY RATE[3]	11.0% (QTD)	9.9% (Annual)	10.0% (Annual)	10.0% (Annual)	10.0% (Annual)
INDUSTRIAL VACANCY RATE[3]	5.9% (QTD)	4.8% (Annual)	3.9% (Annual)	3.8% (Annual)	3.8% (Annual)

1. *https://www.floridajobs.org/*
2. *https://www.floridarealtors.org/*
3. *CoStar*

III. Governmental Forces

The county government consists of a nine-member board of county commissioners, elected to four-year terms from single-member districts. A non-elected county administrator heads the government staff. Other elected officials in the county are sheriff, tax collector, supervisor of elections, clerk of the circuit court, and property appraiser. In addition, there are numerous special districts with independently elected boards, with services provided ranging from water management to hospital care. As previously discussed, the project that is the subject of this study is located within one of Broward County's 31 incorporated areas, the City of Lauderdale Lakes.

Services

The cities of Fort Lauderdale, Hollywood, and Pompano Beach each have their own police and fire protection. Other municipalities and the unincorporated areas of Broward County are served by a mix of municipal police departments and the Broward County Sheriff's Office (BSO), which provides comprehensive law enforcement and fire rescue services to several cities and the unincorporated parts of the county. The BSO also operates the county's jail system. The Florida Highway Patrol is also active throughout the county. The police and fire protection systems are considered adequate. Broward County has focused on community policing and crime prevention initiatives.

Utilities

AT&T and Comcast are the primary telecommunications providers for the region, offering a range of services including high-speed internet, telephone, and cable television. The area's infrastructure includes a modern fiber optic network that ensures high-speed connectivity and reliability.

Florida Power & Light Company (FPL) is the sole electric utility provider for Broward County, ensuring a reliable power supply for all residents and businesses. Natural gas is available in many parts of the county, primarily provided by TECO Peoples Gas. .

Potable water is supplied by a combination of municipal water utilities and the Broward County Water and Wastewater Services. The water supply is sourced from the Biscayne Aquifer, with advanced treatment facilities ensuring an adequate and safe supply for all uses. Sewer service is also provided by municipal systems and the county.

Medical Services

Broward County has a fully developed healthcare market, with a wide array of general and specialized hospitals, including Broward Health and Memorial Healthcare System. There are also numerous nursing homes, assisted living facilities, specialty clinics, and walk-in urgent care centers. Broward County Emergency Medical Services (EMS), often operated by local fire departments or the BSO, provides ambulance service and emergency medical transport throughout the county.

Educational System

The county is served by Broward County Public Schools, which is the sixth-largest public school system in the United States, providing a fully developed K-12 public education. There are also a number of private and parochial schools. Higher education is well-represented, with Broward College having multiple campuses across the county, and Florida Atlantic University and Nova Southeastern University both having significant presences, offering undergraduate and graduate programs.

Transportation

There are four major north-south traffic arteries through Broward County: Interstate 95, U.S. 1, Florida's Turnpike, and Sawgrass Expressway (State Road 869). Major east-west arteries include Interstate 595, State Road 84, Commercial Boulevard, and Atlantic Boulevard.

The county is served by the Fort Lauderdale-Hollywood International Airport (FLL), a major international airport located south of downtown Fort Lauderdale. FLL is a hub for Spirit Airlines and a focus city for JetBlue, serving

over 31 million passengers in 2023. The airport has undergone multiple expansions and improvements to handle increasing passenger traffic, with ongoing projects to modernize terminals and expand capacity.

The county also has a significant public transportation system operated by Broward County Transit, which includes bus services and a commuter rail line.

Land Use Control

The Broward County Comprehensive Plan guides future growth and development within the county. It addresses issues of land use, environmental protection, transportation, and public services. The plan is regularly updated to reflect the county's evolving needs and state regulations. The Broward County Planning Council oversees the plan's implementation and reviews development proposals for unincorporated areas, while each municipality is responsible for its own zoning and development regulations. Given that the project is located within the City of Lauderdale Lakes, it falls within the City's jurisdiction and is subject to the City's land use policy.

IV. Environmental Forces

Broward County has a tropical climate, with an average annual temperature of approximately 75°F. The monthly mean high temperature can reach into the low 90s during the summer, while winter means are typically in the upper 60s. The area receives an average of about 66 inches of rainfall annually, with the wet season occurring from June to September.

Conclusion / Life Cycle Stage

The Broward County market area is firmly in the Growth stage of its life cycle. The region has experienced sustained development and in-migration for decades, supported by a warm climate, a diversified employment base, and a lifestyle orientation that continues to attract both residents and businesses. Although much of the county is built out, market activity is characterized by infill, adaptive reuse, and vertical redevelopment, with particular concentration in the urban core, transit corridors, and coastal submarkets. Typical indicators of the Growth phase—steady absorption, generally stable to improving vacancy, incremental rent appreciation, and a development pipeline that is active but still largely demand-responsive—remain evident. Public and private investment in infrastructure, mixed-use environments, and resiliency features further reinforce long-term competitiveness and support replacement-cost-oriented pricing in select locations.

While near-term headwinds such as construction cost volatility, entitlement timing, and higher operating expenses (including insurance in coastal areas) may influence project feasibility, these factors have not materially altered the underlying trajectory of demand. Overall market fundamentals suggest continued positive requirements for housing, commercial, and mixed-use space, with redevelopment expected to play a larger role as land scarcity increases and the market advances within the Growth stage.

Sec. III: Value Impact Analysis

Sales Comparisons

To evaluate the potential impact of the proposed project, we have researched and analyzed several sales where the property being sold was in close proximity to existing wireless infrastructure.

This research was completed for properties in the City of Lauderdale Lakes, within Broward County, and within other communities in South Florida.

Each of the sales analyzed yielded a similar result; the presence of wireless infrastructure had no impact on the ultimate sales price or the marketing time necessary to sell the home.

Below are three examples of properties that sold within the past two years and were in close proximity to monopole towers.

4589 Waterscape Lane, Fort Myers, FL, 33966

This was the sale of an attached villa (duplex) home within the Watermark community in the City of Fort Myers. A 140' monopole tower existed to the west of the property, less than 125' from the attached villa.

The home sold in May of 2023 for $395,000, with a typical marketing time (days on market). The purchase price and days on market were similar to other villas within Watermark that sold within this time frame.

The seller's and buyer's agents were both interviewed and reported that the presence of the monopole structure did not influence the purchase price or the marketing time.

913 SW 22nd St, Fort Lauderdale, FL 33312

This was the sale of a single-family home within the River Oaks neighborhood in the City of Fort Lauderdale. A 115' monopole tower existed to the north of the property, less than 100' from the home.

The home sold in January of 2024 for $592,000 or $403.54 per square foot, with a typical marketing time (days on market). Research of sales of comparable properties within the neighborhood indicates that the presence of the monopole did not negatively impact the sales price of the property. This was confirmed through discussion of the transaction with a party to the sale and was more broadly supported by sales research, as the average price per square foot of homes in River Oaks during the same timeframe was $394.64.

2121 NW 26th Ave, Fort Lauderdale, FL 33311

This was the sale of an attached 1 story home within the Rock Island neighborhood in the City of Fort Lauderdale. A 400' guyed mast tower existed to the northeast of the home, within 250' of the property.

It should be noted that a 400' guyed mast tower is a significantly taller and more visually impactful structure than the monopole (with faux stealth branches) project being proposed at the site that is the subject of this study.

The home sold in December of 2023 for $287,000 or $307.28 per square foot, with a typical marketing time (days on market). Research of sales of comparable properties within the neighborhood indicates that the presence of the mast tower did not negatively impact the sales price of the property. This conclusion was confirmed through discussion of the transaction with the seller's real estate agent and is also supported by sales research, as the average price per square foot of homes in Rock Island during the same timeframe applicable to the above-referenced sale was $269.21.

Again, this example of a more impactful (height and visual influence) tower represents a sales comparison example for a far more "extreme" potential impact. However, even in this potentially more impactful scenario, no pricing discount is reflected in the relative pricing of the property or reported by a party to the sale.

Sales Comparison Conclusion

Notably, the study included three transactions, one single-family home and two attached homes. Each of the homes sold within the past 3 years and were within 250' of 140', 115' and 400' towers. Additionally, these structures do not include the stealth monopole design aspect of the proposed project. In each of these cases, the impact of the structure would be greater than that of the project. All agents interview indicated that the presence of these telecommunications towers had no value or marketing time influence, and the sales price and marketing time for each home was similar to the competitive properties within their respective neighborhoods.

LEASING COMPARISONS

Viva Luxury Apartments – Lauderdale Lakes

Viva Luxury Apartments is a multi-family apartment community 2.5 miles north of the proposed project in Lauderdale Lakes that is the subject of this study. A 120' monopole structure is located 125' from the nearest building. The leasing agent was interviewed regarding the potential impact of the tower.

The leasing agent indicated that there have been no complaints regarding the tower and that rental rates have not been lowered for units in close proximity to the tower. He also reported that occupancy within the building closest to the monopole and throughout the project has not been negatively impacted by the presence of the tower.

Eterno – Pompano Beach

Eterno is a multi-family apartment community within the City of Pompano Beach. A 133' monopole is located within 200' from the nearest apartment building. The leasing agent was interviewed regarding the potential impact of the tower.

The leasing agent indicated that there have been no complaints regarding the tower, that occupancy in the buildings nearest to the monopole do not differ from that of the broader community, and that rental rates have not been lowered for units in close proximity to the tower. The agent also reported that occupancy and leasing rates throughout the entire project has not been negatively impacted by the presence of the tower.

Milano Lakes Apartments – Naples

Milano Lakes is a multi-family apartment community east of Collier Boulevard, in Naples. A 350' self-support tower is located 450' from the nearest apartment building. The leasing agent was interviewed regarding the potential impact of the tower.

The leasing agent indicated that there have been no complaints regarding the tower and that rental rates have not been discounted for units in close proximity to the tower. He also reported that occupancy throughout the project and in the buildings nearest to the self-support tower is similar and that existing and potential tenants have not reported concerns regarding its presence.

Deerpath on the Lake – Tampa

Deerpath on the Lake is a multi-family apartment community in the Tampa metro area. A 145' monopole is located within 200' from the nearest apartment building. The leasing agent was interviewed regarding the potential impact of the tower.

The leasing agent indicated that there have been no complaints regarding the tower and that rental rates have not been lowered for units (primarily buildings 29-38) in close proximity to the tower. He also reported that occupancy throughout the project has not been impacted by the presence of the tower.

Sec. IV: Applicable Academic Research and Studies

Multiple academic studies and papers have analyzed the impact of wireless infrastructure on surrounding existing property. The preponderance of evidence in these studies, as applied to the specific circumstances proposed at the project site, suggest that no negative influence to value should be expected. The following is a sampling of pertinent studies reviewed in the context of this Value Impact Study:

Economic Impacts to Residential Real Estate from Small Wireless Facilities

Joint Venture Silicon Valley, 2021

How Does The Proximity to a Cell Tower Impact Home Values?

Valbridge Property Advisors, 2018

Cell Phone Towers Do Not Affect Property Values

Richard A. Forsten, Wendie C. Stabler, and Olufunke O. Fagbami, 2016

2021 Global Overview Report

Digital Information World, May 2021

2020 National Health Interview Survey

CDC National Center for Health Statistics, Dec 2020

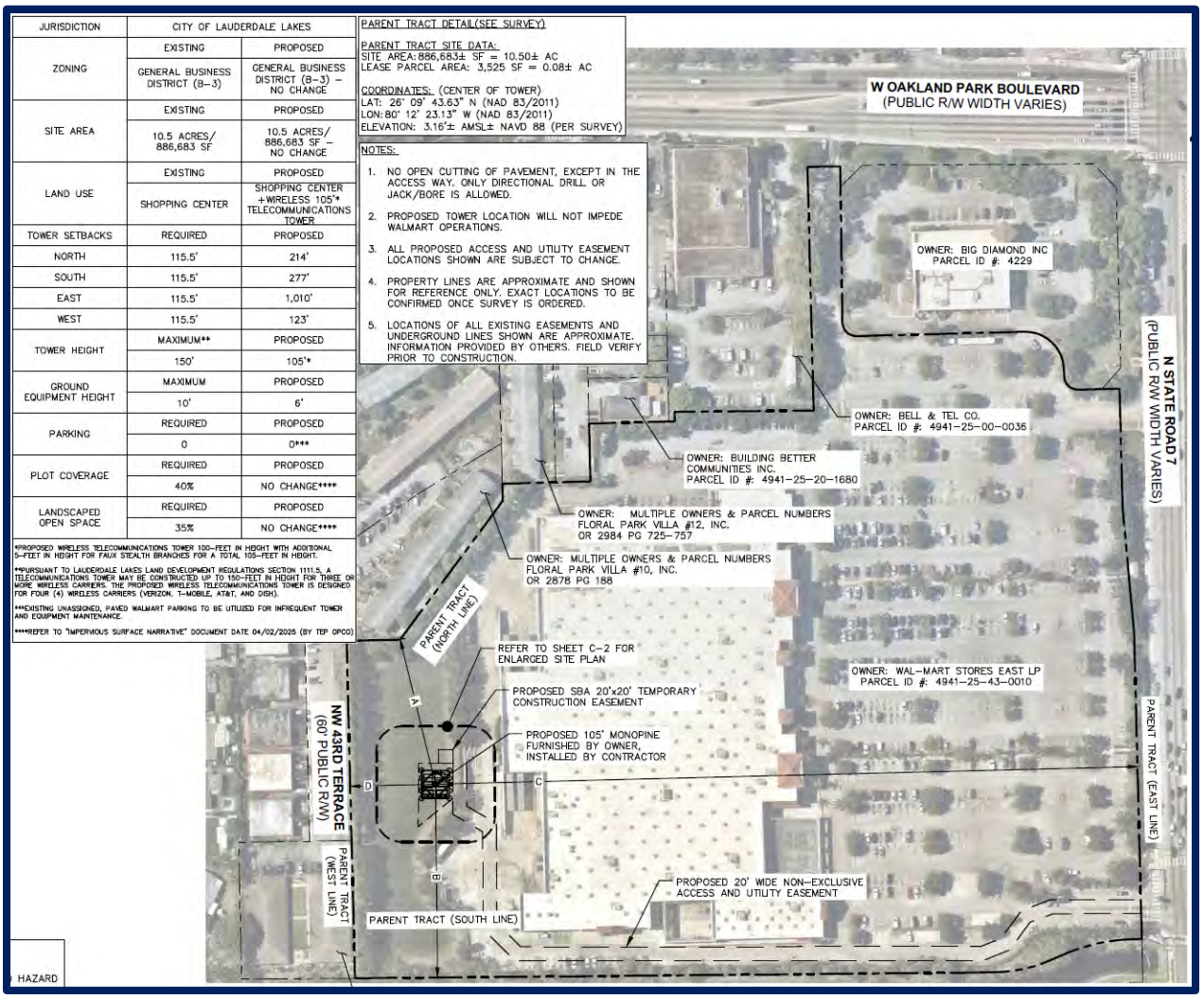
The provided studies consistently show that telecommunications tower projects do not have a negative impact on residential property values. Research indicates that the proximity of a telecommunications tower has no measurable effect on a home's market value.

These findings suggest that general concerns about telecommunications towers negatively impacting real estate values are unsupported by the data. As they relate to the specific proposed tower that is the subject of this Value Impact Study, this finding is additionally valid. The proposed project is located on an improved commercial site, is 100 feet in height (105 feet with faux stealth branches), and is a monopole design with visual screening near the base of the tower. These are among least impactful physical characteristics that are possible for telecommunications towers, and in circumstances represented within these studies where the physical characteristics are clearly more impactful, no negative value impact is found.

SEC. V: CONCLUSION OF VALUE IMPACT STUDY

Each of the areas studied and resources reviewed indicate that the presence of a monopole tower at the location proposed for the project site will have no negative influence on surrounding property values. The project site is within a highly developed area of the City of Lauderdale Lakes, with multiple commercial uses that include view impacts of varying height. Each of the examples of sales data analyzed where this contiguity exists demonstrates that no negative influence was experienced.

This is true for both sale and lease product and was the reported outcome in situations where the exposure to wireless infrastructure was more significant than what is proposed at the project site. Further, the availability and quality of wireless coverage has become a material consideration for many market participants choosing where to live or work.



Sec. VI: Addenda.

Qualifications: Matthew S. Simmons

Educational Background and Training

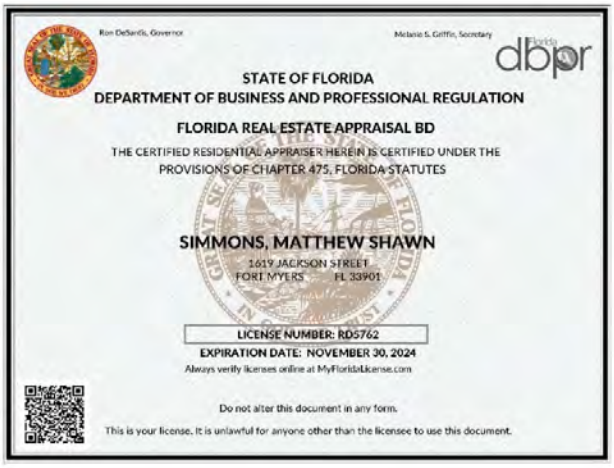
Bachelor of Science in Business Management (2008) Florida Gulf Coast University, Fort Myers, Florida.
Appraisal Board Course I - ABI, Steve Williamson's Real Estate Education Specialists (2003) Orlando, Florida.
Real Estate Transactions, Florida Gulf Coast University (2003) Fort Myers, Florida.
Various Appraisal Institute Courses
Appraisal Board Course II - ABII, Academy of Real Estate (2005) Fort Myers, Florida.
63 - hour Sales Associate Pre-License Course, Career Web School (2008)

Experience

Gulf Coast Appraisal and Consulting Services, Inc., Cape Coral, Florida – Associate (2003)
Gulf Coast Appraisal and Associates, Inc., Cape Coral, Florida - Associate (2003-2005)
Maxwell & Hendry Valuation Services, Inc., Fort Myers, Florida - Residential Division Manager (2005-2013)
Maxwell, Hendry & Simmons, LLC, Fort Myers, Florida - Partner (2013-Present)

Professional Affiliations

State-Certified Residential Real Estate Appraiser, RD5762
State-Licensed Real Estate Broker, BK3214690
Qualified as an expert witness in the Florida District Court: 7th Judicial Circuit, 20th Judicial Circuit
Qualified as an expert witness in U.S. District Court: Middle District of Florida
Qualified as an expert witness in St. Croix County, Wisconsin
Realtor Association of Greater Fort Myers and the Beach, Inc. – Member (2009–Present)
National Association of Realtors - Member (2009–Present)
Real Estate Investment Society REIS - President (2015)
Sanibel-Captiva Chamber of Commerce - Member (2006–Present)
Southwest Florida Museum of History Foundation - Board Member (2014–2016)
HUD FHA Approved Appraiser
Associate Member of the Appraisal Institute (2011–Present)
Florida Real Estate Appraisal Board - FREAB - Gubernatorial Appointed Board Member (2012–2016)
Florida Real Estate Appraisal Board - FREAB - Chairman (2014)
IMAG History & Science Center – Board of Directors (2016–Present)
L.E.A.D. Foundation of SWFL - President (2017–Present)


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD
THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES
SIMMONS, MATTHEW SHAWN
1619 JACKSON STREET
FORT MYERS FL 33901
LICENSE NUMBER: RD5762
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
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MATTHEW S. SIMMONS		
SAMPLE OF LITIGATION & EXPERT RELATED WORK		
DATE	CLIENT	REFERENCE
4/2006	Dykema Gossett PLLG	US Bankruptcy Court N.D. Illinois, Eastern Dawson v. James S. Economou and Carol Economou; Case No. 05-B-13171; appraisal, related trial preparedness
5/8/2006	Lee County Attorney's Office	Order-of-Taking in regard to Matlacha Park
6/2006	Berger Schatz	Boado v. Boado; appraisal, related trial preparedness
8/9/2006	Lee County Board of County Commissioners	Order-of-Taking hearings and related updates, file review for Parcels 1005, 1015, 316A, and 333, Imperial Street, Lee County, Florida
2/2008	First Bank	First Bank v. Ofelia Marcelo; appraisal, testimony, related trial preparedness
4/2008	Rubinstein & Holz	Krill v. Krill; appraisal, testimony, related preparedness
8/2008	Melissa Skeen	Silverglide v. Silverglide; appraisal, related trial preparedness
10/2008	Henderson Franklin	Leli v. Marsala; appraisal, deposition, related trial preparedness
10/2008	Powell Law Offices, P.A.	Dennis Mark Clark vs. Steven Gribble and Gasparilla Properties, Inc.; appraisal, related trial preparedness
2/2009	Bank First	Bank First vs. Guy Pagsolingan; appraisal, testimony, related trial preparedness
2/2009	Gibbons, Neuman, Bello, Segall, Allen, Halloran & Wright	Valley Bank v. Chris Hernandez; appraisal, testimony, related trial preparedness
2/2009	Troutman & Sanders, LLP	Taylor, Bean & Whitaker Mortgage Corporation vs. Lennar Corporation; appraisal, related trial preparedness
5/2009	Henderson Franklin	Warfield v. Stewart; appraisal, related trial preparedness
6/2009	John Nowell	John Nowell vs. Chad Turner; appraisal, related trial preparedness

9/2009	Stewart & Keyes	General Mortgage Associates Inc. vs Chapman and Associates, Inc., Dave Beckman, Julio Alvares, and Associates in Appraisal, Inc, and Patricia W. Sempsrott; appraisal, related trial preparedness, depositions, mediation
3/2010	Hale Law Group	Victor Rardin and Marianne Rardin v. Michael Sklorenko and Paula Sklorenko; appraisal, related trial preparedness, testimony
4/2010	Henderson Franklin	Quantum Funding Corp. v. Lisa A. Musial; appraisal, related trial preparedness
5/2010	Shendell & Pollock	IndyMac Bank FSB v. Viking Appraisal; appraisal, related trial preparedness
11/2010	Hale Law Group	Goldenberg v. Smith; appraisal, related trial preparedness
11/2010	Shelly Finman	Kennard v. Kennard; appraisal, related trial preparedness
1/2011	Carey, O'Malley, Whitaker, & Mueller	Fifth Third v. Landmark Homes; appraisal, related trial preparedness
2/2011	First American Bank	First American Bank v. Purdy; appraisal, related trial preparedness
5/2011	Pavese Law Firm	Petrella v. Lee County; appraisal, related trial preparedness
4/2012	Lapin & Leichtling, LLP	U.S. Bank v. First American Bank; appraisal, related trial preparedness
2/2012	Angella Hill, P.A.	SCEWCD v. Kozak; appraisal, related trial preparedness, testimony
4/2012	DeBoest Stockman	Iberia Bank v. O'Brien; appraisal, related trial preparedness
4/2012	DeBoest Stockman	Iberia Bank v. Birmingham; appraisal, related trial preparedness
4/2012	S. Alan Johnson Law, LLC	NCUA v. Kenneth Chang; appraisal, related trial preparedness, testimony
4/2012	Bayer Jerger & Underwood	Brinley v. Brinley; appraisal, related trial preparedness

5/2012	Andrew S. Epstein, P.A.	Gibbons v. Sizemore; appraisal, related trial preparedness
5/2012	Roetzel & Andress	Reliance Bank v. Medinis; appraisal, related trial preparedness, testimony
5/2012	Law Office of Matthew D. Uhle	Brosh v. City of Bonita Springs & Centex Homes; appraisal, deposition, related trial preparedness
7/2012	Bush, Ross, P.A.	Fiore v. Hilliker; valuation related consulting work
7/2012	Rogers Tower	Iberia Bank v. Fleischhauer; appraisal, related trial preparedness, testimony
7/2012	Carlton, Fields, P.A.	Dinello v. DiLoreto; appraisal, related trial preparedness
8/2012	Rogers, Tower	Century Bank, FSB v. Cathy Phillips; appraisal, related trial preparedness, testimony
11/2012	Rogers, Tower	Century Bank, FSB v. Anita Wingerter, Tobias Kurz, & R.A. Grant Corporation
11/2012	Mullin, Hoard & Brown	FDIC v. LSI Appraisal, FNIS, Inc., LPS, Inc., LPS, LLC, and LPS Property Tax Solutions, Inc.; appraisal, related trial preparedness
12/2012	Knott, Ebelini & Hart	Christoff v. Lewis; appraisal, related trial preparedness, testimony
12/2012	Fowler White Boggs	BMO Harris Bank v. Glenn McMaster; appraisal, related trial preparedness
1/2013	Chartwell Law Offices	Dorsey v. Century 21; valuation related consulting work
1/2013	FDIC Mortgage Recovery Law Group	FDIC v. Bank United; appraisal, related trial preparedness
2/2013	Henderson Franklin	Suncoast Schools Federal Credit Union v. Timothy and Kerri O'Leary; valuation related consulting work, testimony
2/2013	McGahee & Perez	Centerstate Bank v. Andrade; appraisal, related trial preparedness
5/2013	Henderson Franklin	Suncoast Schools Federal Credit Union v. Roger E. & Karla R. Carrasco; appraisal, related trial preparedness

7/2013	Mullin, Hoard & Brown	FDIC v. LSI Appraisal, LLC and FDIC v. Corelogic Valuation Services, LLC; appraisals, related trial preparation
7/2013	Julie Rawl	Lance M. McKinney v. Gregory R. Rawl; appraisal, testimony
12/2013	Lefkoff, Rubin, Gleason & Russo, P.C.	US District Court Middle District of Florida; Lautenbach bankruptcy v. Sun Trust Bank; appraisal, related trial preparedness, testimony
1/2014	Lefkoff, Rubin, Gleason & Russo, P.C.	US District Court Middle District of Florida; Sewell bankruptcy v. Sun Trust Bank; appraisal, related trial preparedness
1/2014	Holtz Mashie Decosta, P.A.	Charles Schwab Bank, N.A. v. Conroy & Singer; appraisal, related trial preparedness, arbitration, deposition, testimony
1/2014	Lefkoff, Rubin, Gleason & Russo, P.C.	US District Court Middle District of Florida; Swingholm bankruptcy v. Sun Trust Bank; appraisal, related trial preparedness, testimony
2/2014	Rich Springle	Spriggle v. Spriggle; appraisal, related trial preparedness
2/2014	Lefkoff, Rubin, Gleason & Russo, P.C.	US District Court Middle District of Florida; Bernstein bankruptcy v. Sun Trust; appraisal, related trial preparedness
3/2014	Mortgage Recovery Law Group	FDIC v. Lennar Corporation; appraisal, reviews, related trial preparedness
4/2014	Debra Rowe, Esq.	Sklorenko v. Sklorenko; appraisal, related trial preparedness
5/2014	Henderson Franklin	Suncoast Schools Federal Credit Union v. Charles Arabre; appraisal, related trial preparedness, testimony
5/2014	Pavese Law Firm	US District Court Middle District of Florida; Harrison and Koski bankruptcy v. Cypress Keep HOA; appraisal, related trial preparedness, testimony
6/2014	Quarles & Brady, LLP	City of Cape Coral v. Lentrip; appraisal, related trial preparedness
9/2014	Lee County Property Appraiser	Spivey v Wilkinson; appraisal, related trial preparedness

10/2014	Law Office of Matthew Uhle	Michael McGuigan v. Lee County; appraisal, related trial preparedness
11/2014	Henderson Franklin	Neff lien stipulation motion v. Suncoast Schools Federal Credit Union; appraisal, related trial preparedness, testimony
4/2015	Henderson Franklin	McLean lien stipulation motion v. Heritage Pointe Master Association; appraisal, related trial preparedness, testimony
4/2015	Roetzel & Andress	Cloninger v. Cloninger; appraisal, related trial preparedness, testimony
5/2015	Roetzel & Andress	Thompson v. Thompsons; appraisal, related trial preparedness
5/2015	Stafford Law	DiFiore v. DiFiore; appraisal, related trial preparedness
5/2015	Kass Shuler, P.A.	US District Court Middle District of Florida; Murawski bankruptcy v. Sun Trust Bank; appraisal, related trial preparedness
5/2015	Martin Law Firm	Arigno v. Arigno; appraisal, related trial preparedness
6/2015	Henewey Ross Law Firm	Kohlhare v. Kohlhare; appraisal, related trial preparedness
6/2015	Cohen Milstein	Hauser v. Rice Insulation; appraisal, related trial preparedness
7/2015	Henderson Franklin	Thomas v. Thomas; appraisal, related trial preparedness
7/2015	Angela Sullivan	Sullivan v. Sullivan; appraisal, related trial preparedness
7/2015	Jeanne Chambers	Chambers v. Chambers; appraisal, related trial preparedness
7/2015	Rubinstein & Holtz	Myhre v. Myhre; appraisal, related trial preparedness
7/2015	Tom Moran	Moran v. Moran; appraisal; related trial preparedness

7/2015	Pavese Law Firm	US District Court Middle District of Florida; Marie Paul bankruptcy v. Jubilation Community Associates; appraisal, related trial preparedness
7/2015	Thompson Family Law	Rist v. Rist; appraisal, related trial preparedness
8/2015	Rogers Tower	Norsota Associates, L.P. v. Agado; appraisal, related trial preparedness
8/2015	20th Judicial Circuit	Jugan v. Jugan; appraisal, related trial preparedness
9/2015	Rogers Tower	US District Court Middle District of Florida; Coffey bankruptcy v. Nationstar Mortgage; appraisal, related trial preparedness
10/2015	Roetzel & Andress	DiCicco v. DiCicco; appraisal, related trial preparedness
12/2015	Pavese Law Firm	Moss v. Moss; appraisal, related trial preparedness
1/2016	Jeffrey Berlowitz, Esq.	US District Court Middle District of Florida; Edward P. Reilly bankruptcy v. Island Walk HOA; appraisal, related trial preparedness
1/2016	Bergermann Law Firm	Tawadras v. Patton; appraisal, related trial preparedness
1/2016	Paul Liles, Esq.	Sweet v. Sweet; appraisal, related trial preparedness
2/2016	Sheldon E. Finman, P.A. and Vergermann Law Firm	Longendyke v. Longendyke; appraisal, related trial preparedness
2/2016	Esmond Lewis Law Firm	US District Court Middle District of Florida; Green Bankruptcy; appraisal, related trial preparedness
3/2016	Rubinstein, Holz & King, P.A.	Eleinko v. Eleinko; appraisal, related trial preparedness
3/2016	Cassell & Cassell, PLLC	Warnars v. Warnars; appraisal, related trial preparedness
3/2016	Sheldon E. Finman, P.A.	Bond v. Bond; appraisal, related trial preparedness
3/2016	Dellutri Law Group	US District Court Middle District of Florida; Beverly Morgan bankruptcy; appraisal, related trial preparedness

4/2016	Howard Atkin, Esq.	Cadieu v. Cadieu; appraisal, related trial preparedness
4/2016	Grimes Goebel Grimes Hawkins	Hutler v. Hutler; appraisal, related trial preparedness
5/2016	DeBoest, Stockman, Decker, Broughton & Hagan, P.A.	Hamilton v. Klaus; appraisal, related trial preparedness
7/2016	Pavese Law Firm	Dusseau v. Dusseau; appraisal, related trial preparedness
8/2016	William Hobbs	Hobbs v. Hobbs; appraisal, related trial preparedness
9/2016	Roetzel & Andress	Coral Lakes Homeowner's Association v. Trepkowski; appraisal, related trial preparedness, testimony
9/2016	Roetzel & Andress	Coral Lakes Homeowner's Association v. Ortega/Maldonado; appraisal, related trial preparedness, testimony
1/2017	Roetzel & Andress	Coral Lakes Homeowner's Association v. Barnes; appraisal, related trial preparedness, testimony
4/2017	Bergermann Law Firm	Rison v. Rison; appraisal, related trial preparedness
5/2017	Scott Martin Roth, Esq.	McPheron v. McPheron; appraisal, related trial preparedness
6/2017	Timothy Peterson	Peterson v. Peterson; appraisal, related trial preparedness, testimony
12/2017	Blount Law, P.L	1355 Marlin Drive, LLC v. Harry P.A. Adams-Mercer, and Wendy Mercer v. Michael S. Marino, Harry Michael Zea, and Imagine Home Concepts, LLC; appraisal, related trial preparedness, testimony
2/2018	Calvo & Calvo	Renaud v. Renaud; appraisal, related trial preparedness
3/2018	Calvo & Calvo	Garcia v. Garcia; appraisal, related trial preparedness
3/2018	Bergermann Law Firm	Rison v. Rison; appraisal, related trial preparedness, testimony
4/2018	Bergermann Law Firm	VanVossel v. Bramble; appraisal, related trial preparedness, testimony

5/2018	Calvo & Calvo	Cedeno v. Rosales; appraisal, related trial preparedness
5/2018	Bergermann Law Firm	Navarro v. Navarro; appraisal, related trial preparedness
5/2018	Calvo & Calvo	Fries v. Bolliger; appraisal, related trial preparedness, testimony
5/2018	Bergermann Law Firm	Martin v. Martin; appraisal
6/2018	Hertz Schram, PC	Karnani v. Karnani; appraisal, related trial preparedness
6/2018	Calvo & Calvo	Heggemeier v. Heggemeier; appraisal
6/2018	Delutri Law Group	US District Court Middle District of Florida; Earnest Pittman bankruptcy; appraisal, related trial preparedness, testimony
9/2018	Porter, Wright, Morris & Arthur, P.A.	Goodrum v. Rhodes; appraisal, related trial preparedness
11/2018	Rubinstein, Holz, & King, P.A.	Piggott v. Piggott; appraisal, related trial preparedness, testimony
12/2018	Henderson, Franklin, Starnes & Holt, P.A.	Weiner, Alexandra v. Murty, Timothy; appraisal, related trial preparedness
1/2019	Wicker, Smith, O'Hara McCoy & Ford, P.A.	Bauer v. Heinlein; appraisals, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Alfonso; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Alfonso; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Beddow; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Haggard; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Hallett; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Hallett; appraisal, related trial preparedness

1/2019	Roetzel & Andress	NCUA v. Krizsan; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. O'Ferrall; appraisal, related trial preparedness; testimony
1/2019	Roetzel & Andress	NCUA v. Rosser; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Shane; appraisal, related trial preparedness; testimony
1/2019	Roetzel & Andress	NCUA v. Torres; appraisal, related trial preparedness; testimony
1/2019	Roetzel & Andress	NCUA v. Wehner; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Wehner; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Wiley; appraisal, related trial preparedness, testimony
1/2019	Roetzel & Andress	NCUA v. Wiley; appraisal, related trial preparedness
1/2019	Roetzel & Andress	NCUA v. Youse; appraisal, related trial preparedness
1/2019	Quintairos, Prieto, Wood & Boyer, P.A.	Klayman and 3s Company Florida, LLC v. De Meo, Gordon, Hamilton-Franklin Realty, LLC, Sass, Target Surveying, LLC, Osborne, and Peters; related trial preparedness
1/2019	Martin Law Firm, P.L.	Jacobs v Jacobs; appraisal
3/2019	Cordell Cordell	MacDonald v. MacDonald; appraisal
6/2019	Martin Law Firm	Cook v. Cook; appraisal
6/2019	WCI Communities, LLC	WCI Communities, Inc. v. City of Bonita Springs, Florida; appraisal, related trial preparedness
7/2019	Henderson Franklin Starnes & Holt, P.A.	Suncoast Credit Union v. Griffiths; appraisal, trial related preparedness
7/2019	Sheldon E. Finman, P.A.	Jackson v. Jackson; appraisal
7/2019	Pavese Law Firm	Michael v. Daniel; appraisal

7/2019	Robert E. Tardiff, Jr. P.A.	US District Court Middle District of Florida; Brenda Hall bankruptcy; appraisal
8/2019	Kevin F. Jursinski & Associates, P.A.	Davis v. Berdick; appraisal, trial related preparedness, testimony
8/2019	Holland & Knight, LLP	Miller, Becker, Blanks, etc., v. City of Fort Myers; valuation consulting
8/2019	Sibylle Allendorff and Pennington Law	Allendorff v. Johnson; appraisal, related trial preparedness
9/2019	Martin Law Firm	Berger v. Berger; valuation consulting, related trial preparedness
9/2019	Roetzel & Andres, P.A.	NCUA v. Beddow; appraisal, related trial preparedness, testimony
1/2020	Jursinski & Murphy Law Firm	Blakely v. Livorsi; appraisal, related trial preparedness
1/2020	Roetzel & Andress, P.A.	Boyd v. Wilk; appraisals, related trial preparedness
2/2020	Henderson Franklin Starnes & Holt, P.A.	Heinrichs v. Corricelli; valuation consulting; related trial preparedness
3/2020	Western World Insurance Group	Medaris and Malinowski v. Cape Signature Homes, Inc. and OMR Electrical Contractors, Inc.; appraisal, related trial preparedness, testimony
3/2020	Henderson Franklin Starnes & Holt, P.A.	Buckley v. Alarie and Allison James Estates & Homes; appraisal, related trial preparedness
4/2020	Sheldon E. Finman, P.A.	Michaels v. Michaels; appraisal, related trial preparedness
4/2020	Gray Robinson	Weatherbee v. Nemeth A/C; appraisal, related trial preparedness
5/2020	Best & Flanagan / Willeke & Daniels	Peet v. Peet; appraisal, related trial preparedness
5/2020	The Law Office Karla Y Campos-Anderson	Melendez v. Melendez; appraisal, related trial preparedness
5/2020	Hagen Law Firm & Absolute Law	Turner v. McClory; appraisal, related trial preparedness
5/2020	Lewis, Longman, & Walker	Rood and Kroemer v. Town of Fort Myers Beach; appraisal, related trial preparedness

6/2020	Bergermann Law Firm	Coykendall v. Eischeid; appraisal, related trial preparedness
7/2020	Hahn Loeser	FineMark Bank v. Joseph DuMouchelle and Melinda Adducci; appraisal, related trial preparedness
7/2020	The Law Office Karla Y Campos-Anderson	Gallegos v Zelaya; appraisal, related trial preparedness
7/2020	James R. Campbell	Campbell v. Campbell; appraisal, related trial preparedness
7/2020	Kubicki Draper	Albrecht v. Centauri; appraisal, related trial preparedness
7/2020	Henderson Franklin Starnes& Holt, P.A.	Clark v. Palara Realty; appraisal, related trial preparedness, testimony
7/2020	Wicker Smith	T. Scholten Builder v. Atlas Pile Driving, LLC; appraisal, related trial preparedness, testimony
8/2020	Allen Dell	Robertson v Robertson; appraisal, related trial prepardness
8/2020	Moore Bowman & Reese	Angler's Paradise of Bonita Springs Inc. v City of Bonita Springs; appraisal, related trial preparedness
8/2020	Edward Arasimowicz	Arasimowicz v Arasimowicz; appraisal, related trial preparedness
9/2020	Wilbur Smith	Schwartzel-Rienzo v Rienzo ; appraisal, consultation, related trial preparedness
9/2020	Jursinski & Murphy Law Firm	Bertschinger Investments LLC v Scratch & Dent Saffron; consultation, related trial preparedness
9/2020	Jursinski & Murphy Law Firm	The Scratch and Dent Shop, inc. v Leco Court Holdings ,LLC ; appraisal report, consultation, related trial preparedness
9/2020	Sheldon E. Finman, P.A.	Brian Just v Megan Just; appraisal, related trial preparedness
9/2020	John D. Mills, P.A.	Burke v. Burke; 2016 appraisal report , related trial preparedness
9/2020	John D. Mills, P.A.	Burke v. Burke; 2020 appraisal reports , related trial preparedness

10/2020	Kevin Schapley & Terri Schapley	Kevin Schapley, Terri Schapley; consultation
10/2020	The Law Office Karla Y Campos-Anderson	Maricela Espinal v Melendez; appraisal , related trial preparedness
10/2020	Leah Meshelle Snyder, P.A.	Mrs. Macpherson v Joseph MacPherson – 2200 NE 14th Ave; appraisal, related trial preparedness
10/2020	Leah Meshelle Snyder P.A.	Theresa Schober v Thomas Cheshire - 1902 Florrie Ct; appraisal report, related trial preparedness
10/2020	Simmons Law Firm	James W. Harris v Constance L. Harris; several appraisal reports, related trial preparedness
10/2020	Rachel Edmonds	Rachel Edmonds v Ryan Edmonds; appraisal, related trial preparedness
10/2020	Nabil Joseph, Esq.	Benitez v. Collier County; appraisal, related trial preparedness
11/2020	Kubicki Draper, P.A.	Kevin L. Erwin and Andrea Erwin v Coastal Contracting of Florida, LLC and James K. McStravic Plumbing, Inc.; appraisal, consultation, related trial preparedness
11/2020	Sergio Castro	Castro v Castro; appraisal, related trial preparedness
11/2020	Porter Wright Morris & Arthur LLP	Caffrey v. Collier County; appraisal, related trial preparedness
11/2020	Roger M. Brown Trust	Kevin and Nicole Almeida v Roger M. Brown Trust; appraisal, related trial preparedness
11/2020	Carol Donoghue and Brian Donoghue	Carol Donoghue v Brian Donoghue; several appraisals, consultation, related trial preparedness
1/2021	Henderson Franklin Starnes & Holt, P.A.	Harry Bieberstein v. Mark Slack and Woods, Weidenmiller, Michetti & Rudnick, PLLC; valuation consulting and related trial preparedness
2/2021	Lisa A Baird, Esq.	Aldrian v. Aldrian; appraisal, related trial preparedness, testimony
3/2021	Christopher Wintter, Esq.	Verwest v. Verwest; appraisal, related trial preparedness, testimony
3/2021	David Benson	Carmichael v. Benson; appraisal, related trial preparedness

3/2021	Kluger, Kaplan, Silverman, Katzen & Levine, P.L.	2031, LLC v. Apex Consulting Engineers and Derek Newcomer; valuation consulting and related trial preparedness
4/2021	Woods, Weidenmiller, Michetti, & Rudnik LLP	Lubin v. Engstrom; appraisal review, related trial preparedness
4/2021	Cheffer & Hagan, P.A.	Couet v. Zwijack; appraisal, related trial preparedness
4/2021	Kurnik Law	Dupuis and McCliggot v. Wainscott and DWD Design Inc.; valuation consulting and related trial preparedness
4/2021	Jursinski & Murphy, PLLC	Victor, Elliott and Unmberger v. Viking Condominium Association, Inc.; valuation consulting
8/2021	Hall Booth Smith, P.C.	Donna Ward (as natural guardian) v. Russo; appraisal and related trial preparedness
8/2021	Jursinski & Murphy, PLLC	Quinn v. Candler; valuation consulting, related trial preparedness
12/2021	Debra A. Rowe, Esq.	Pogue v. Pogue; valuation consulting, appraisal review, and testimony
12/2021	Christopher Wintter, Esq.	Walker v. Brashear; appraisal, related trial preparedness, testimony
1/2022	Jursinski & Murphy, PLLC	Forstner v. Blackburn; appraisal, related trial preparedness, and testimony
1/2022	Dentons Cohen & Grigsby P.C.	Orban v. GF Holdings Naples, LLC; appraisal, related trial preparedness
3/2022	Emmanuel Sheppard & Condon	Classetti, Armondo v. Adams Homes of NW Florida, Inc.; appraisal, related trial preparedness, and testimony
3/2022	Gray Robinson	Busey Bank v. TireCityofSanford, LLC et al; appraisal, related trial preparedness
5/2022	Stearns, Roberts & Guttentag, LLC	Rosaylne v. WPC; valuation consulting and related trial preparedness
10/2022	Florida Department of Business and Professional Regulation	DBPR v. Crystal P. Hyde; valuation consulting, appraisal review, related trial preparedness

11/2022	Laurel Family Law, LLP	Donna Rose Meffe v Dominic Anthony Meffe; appraisal, consultation, related trial preparedness, expert witness testimony
9/2023	Woods, Weidenenmiller, Michetti, & Rudnick LLP	Estate Homes by Stock, LLC v. Savage; valuation consulting
9/2023	Pavese Law Firm	Lennar v. Valencia Golf and Country Club Homeowners Association, Inc.; valuation consulting; related trial preparedness, testimony
9/2023	Woods, Weidenmiller, Michetti, & Rudnick LLP	Lippert v. Sutter; appraisal, related trial preparedness, valuation consulting
2/2024	Jursinski & Murphy, PLLC	Dolan v. Innovative Construction Solutions; appraisal, related trial preparedness
9/2024	Jursinski & Murphy, PLLC	6075 English Oaks LLC v. Danny Garcia Construction, LLC; appraisal, related trial preparedness, and testimony
9/2024	Jursinski & Murphy, PLLC	Zizzi v. Thomas Lawrence Enterprises; valuation consulting and related trial preparedness
2005-Present	Various Public and Private Clients	Multiple representations before Florida Valuation Adjustment Boards (VAB). Multiple instances providing testimony as an expert on land use, zoning, feasibility, and economic impact related issues before a variety of planning/zoning boards, city councils, and county commissions.

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September 9, 2025

VIA E-MAIL ONLY: laurenpr@lauderdalelakes.org and tanjam@lauderdalelakes.org

Lauren Pruss, AICP, Assistant Director, and Tanja McCoy, AICP, CGC, CFM, Director
Development Services
City of Lauderdale Lakes
4300 NW 36th St.
Lauderdale Lakes, FL 33319

Re: SBA Towers X, LLC - Post-Sufficiency Response to Request for Additional Information from City Staff, September 4, 2025 - Wireless Communications Facility at 3001 North State Road No. 7 (Case Nos. 01-CU-24/01-WC-24)

Dear Mses. Pruss and McCoy:

On behalf of SBA Towers X, LLC ("SBA"), we submit the ***enclosed*** in response to your e-mail dated September 4, 2025. The majority of the items from your e-mail were previously addressed in the Correspondence from Becker & Poliakoff, revised July 15, 2025, encompassing 77 pages (the "Justification Statement," further identified as Exhibit C to the Staff Reports). However, we are happy to direct you to the appropriate sources of information in the Justification Statement and supplement with additional information from SBA's Radio Frequency ("RF") Engineer.

Thank you.

Very truly yours,

Katie O. Berkey

Kathleen "Katie" O. Berkey
For the Firm

KOB/oms
Enclosure (as stated)
cc: Client
Shahzad Mahmood, Kimley Horn (via e-mail only w/encl.: shahzad.mahmood@kimley-horn.com)

8051 Congress Avenue
Boca Raton, FL 33487-1307

sbasite.com

Lauren Pruss, AICP, Assistant Director, and Tanja McCoy, AICP, CGC, CFM, Director
Development Services
City of Lauderdale Lakes
4300 NW 36th St.
Lauderdale Lakes, FL 33319

Re: SBA Towers X, LLC - Post-Sufficiency Response to Request for Additional Information from City Staff, September 4, 2025 - Wireless Communications Facility at 3001 North State Road No. 7 (Case Nos. 01-CU-24/01-WC-24)

Dear Mses. Pruss and McCoy:

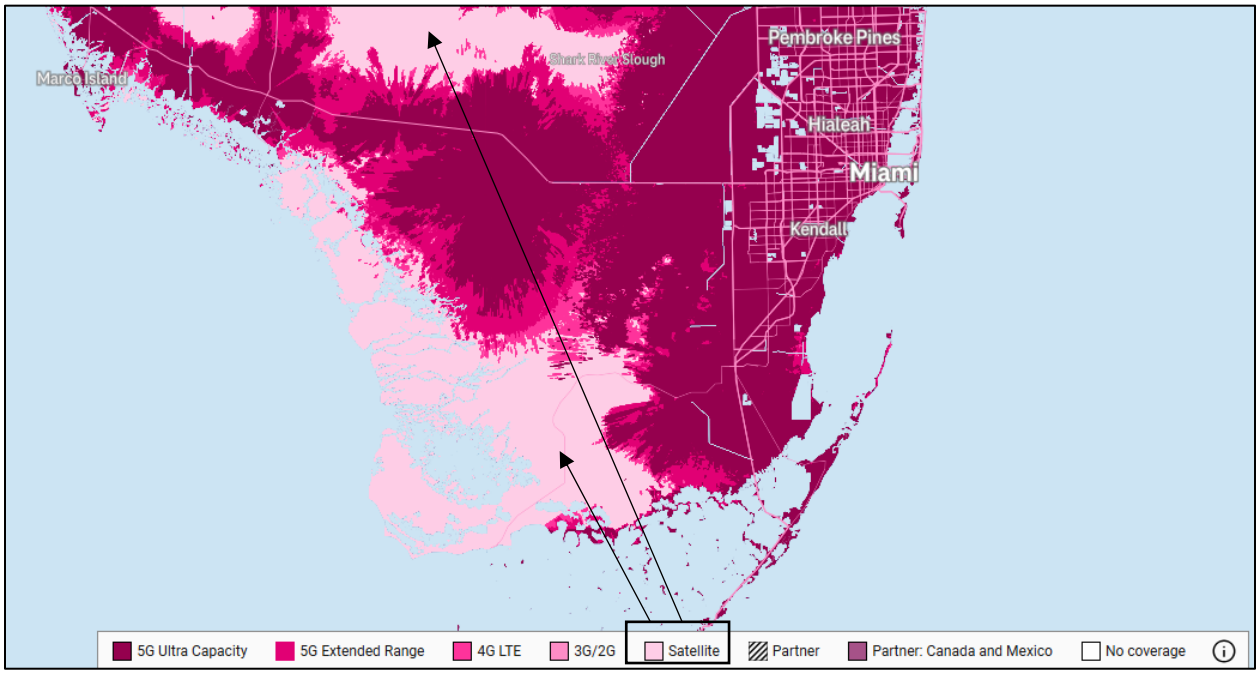
On behalf of SBA Towers X, LLC ("SBA"), we submit the ***enclosed*** in response to your e-mail dated September 4, 2025 (reproduced in ***bold*** and ***italics*** in the enclosure for ease of reference), along with a summary of my experience and qualifications in Radio Frequency ("RF") engineering at Page 1 of the ***enclosed***.

1. ***An explanation of the ability to utilize newer technology to provide the service coverage necessary that does not require a tall monopole structure. Please describe whether the utilization of 5G infrastructure can support the needed improvements in service.***

No, there is not the ability to utilize newer technology, including 5G upgrades on existing facilities, small cells, and satellite, to replace the need for a tall monopole type structure. With 5G, it has become even more important to have macro tower (*i.e.*, a high-altitude cell tower and its associated infrastructure) deployments. Significant 5G gains are achieved using the higher frequency bands, which have a lower propagation (or dissemination) as compared to the traditional 4G LTE bands. Solutions such as small cell towers (*i.e.*, low-powered, low-altitude wireless base stations that only supplement the existing macro tower network) only serve small, localized areas, and would not provide effective coverage for residential, high-traffic areas, and places with weak signals to increase network capacity and coverage as compared to a macro tower. See ***enclosed*** slides at Pages 12-16. The higher the tower, the larger the 5G coverage area, with opportunities for colocation, unlike with small cells. In addition, small cells are sited generally in rights of way that would not allow for a taller, more robust facility nor would such a location accommodate the required ground equipment located near the base of the facility (*e.g.*, power cabinet; infrastructure, transmission, and fiber equipment; and 5G hardware). *See* ***enclosed*** slides at Page 15. The proposed 105-foot macro tower is needed to adequately cover areas needing coverage and capacity enhancements (*see* ***enclosed*** slides at Pages 11-15). Satellite service is only available and works where there is absolutely no other on-ground, basic coverage (*e.g.*, Alligator Alley or other open, rural areas) – it is not designed to work in urban or suburban areas and would not work in the proposed location (*see, e.g.,* figure below reflecting the limited availability of T-Mobile satellite cover in light pink for reference).

8051 Congress Avenue
Boca Raton, FL 33487-1307

sbasite.com



https://www.t-mobile.com/coverage/coverage-map?msockid=11ddb33a88e46d2b2b1da71189c96c6c

2. ***The ½ mile search area identified in <u>Exhibit F2</u> [Justification Statement at PDF Page 42 – enclosed for ease of reference] is centered on the Walmart property, even though the area needing coverage extends beyond the ½ mile radius. There should be a complete explanation on what minimum parameters are necessary for site locations and why other properties were not suitable. It appears that the Florida Medical Center (Folio No. 494125000080) was not considered even though the site is located within the area lacking reliable outdoor coverage.***

SBA has shared crowdsource coverage and quality plots that show the coverage and capacity needs from Verizon Wireless, as well as other operators within a ***±0.5-mile radius*** around this site. Further, as can be seen, with a 105-foot tower, the coverage from the site is ±0.6 - 0.7 miles (*see* ***enclosed*** slides at Page 15). Moving the search ring outside the ±0.5-mile radius, the coverage will also shift and will inhibit the ability of operators to provide 5G coverage and address the capacity needs from users within this area. S*ee* ***enclosed*** slides at Pages 11-15.

As already provided in Exhibit D2 (***Justification Statement at PDF Page 30 – enclosed for ease of reference***), an effective capacity cell site needs to be located in the center of the user population to ensure even traffic distribution and the proposed tower is the minimum height necessary to allow Verizon Wireless to meet the stated service objectives and provide seamless service to surrounding Verizon Wireless towers. The identified Florida Medical Center building is located too far away from the center of the area in need of coverage and capacity improvement (±0.7 miles) and is too short to be effective.

See also the signed Affidavit Regarding Collocation dated March 20, 2024 at Exhibits F, F1, and F2 (***Justification Statement at PDF Pages 40-41 – enclosed for ease of reference***) executed by Mr. Brent E. Hager of SBA, certifying that he searched the surrounding area (the ½-mile search radius and even within a ***1-mile radius*** of the proposed site) for opportunities to collocate on existing structures and there were no

viable options, including the two closest towers (*i.e.*, the Broward County Utility Site, which only allows for government agencies to place antennas for security reasons as detailed in Exhibit F1, and the Willie Web Park Crown Castle site) already identified on Exhibit A (***Justification Statement at PDF Page 24 – enclosed for ease of reference***).

> **Note: No other building (or other structure) to collocate upon that is tall enough and close enough that could satisfy Verizon's needs was found within the search area, or even within 1 mile of the proposed SBA site.**

See also Verizon Affidavit as to Pre-Existing Structures from Verizon Wireless (***Justification Statement at PDF Page 39 – enclosed for ease of reference***) executed by Jorge Castaneda, RF Engineer, Verizon Wireless, and dated October 16, 2024, attesting that there are no existing structures within a ±0.5-mile radius to fulfill their coverage and capacity needs. *See also* ***enclosed*** slides at Page 10, reflecting pre-existing tower locations in relation to the City limits which are not suitable or available.

3. ***Exhibit D3 [of the Justification Statement at PDF Page 31 – enclosed for ease of reference] does not include other towers within Lauderdale Lakes (Willie Web Park and the Broward County Utility site), that were within the 1 mile radius. It should identify those sites as well as any others that are missing. Testimony provided at the hearing indicated additional towers that were not identified within your materials may exist, to include a tower located near the intersection of 38th Street and 29th Street.***

Exhibit A (***Justification Statement at PDF Page 24 – enclosed for ease of reference***), with a black boundary line for the City limits, and Exhibit D3 (***Justification Statement at PDF Page 31 – enclosed for ease of reference*** – showing where Verizon Wireless has pre-existing antennas) show the existing inventory of SBA pre-existing towers and antennas in relation to the City limits and the service providers' towers within a one-mile radius from the proposed site required as part of the original application by City Code Section 1111.3, with both applications being found sufficient by City staff on August 1, 2025. However, please also accept the map ***enclosed*** at Page 10,[1] which again shows all tower and antenna facilities in relation to the City limits. No other pre-existing towers are missing from these maps and there are no tower facilities near the intersection of NW 38th AVENUE/NW 29th Street.

See also the signed Affidavit Regarding Collocation dated March 20, 2024 at Exhibits F, F1, and F2 (***Justification Statement at PDF Pages 40-41 – enclosed for ease of reference***) executed by Mr. Brent E. Hager of SBA, certifying that he searched the surrounding area (the ±0.5-mile search radius and even within a 1-mile radius of the proposed site) for opportunities to collocate on existing structures and there were no viable options, including the two closest towers (*i.e.*, the Broward County Utility site, which only allows for government agencies to place antennas for security reasons as detailed in Exhibit F1, and the Willie

[1] The proprietary, licensed TowerSource™ platform by Ookla, LLC (*available at* https://www.towersource.com/) was utilized to create this map to depict pre-existing sites in relation to the City limits. TowerSource™ provides a comprehensive online database for "vertical assets" in the telecommunications industry, like cell towers. TowerSource collects data from the Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA"), and other agencies to obtain the most current data available. Users, including major carriers and acquisition companies, access the TowerSource™ platform to find detailed information on tower locations, ownership, and management to aid in site evaluation.

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Boca Raton, FL 33487-1307

sbasite.com

Web Park Crown Castle site) already identified on Exhibit A (***Justification Statement at PDF Page 24 – enclosed for ease of reference***) and again identified on the map ***enclosed*** at Page 10.[2]

> Note: No other building (or other structure) to collocate upon that is tall enough and close enough that could satisfy Verizon's needs was found within the search area, or even within 1 mile of the proposed SBA site.

See also Verizon Affidavit as to Pre-Existing Structures from Verizon Wireless (***Justification Statement at PDF Page 39 – enclosed for ease of reference***) executed by Jorge Castaneda, RF Engineer, Verizon Wireless, and dated October 16, 2024, attesting that there are no existing structures within a ½-mile radius to fulfill their coverage and capacity needs.

4. ***A detailed description as to the suitability of each pole identified on Exhibit D3 [of the Justification Statement at PDF Page 31 – enclosed for ease of reference] should be provided.***

Exhibit D3 shows only Verizon Wireless' pre-existing antenna sites. Exhibit A (***Justification Statement at PDF Page 24 – enclosed for ease of reference***), with a black boundary line for the City limits, provides an inventory of pre-existing sites within 1-mile of the proposed location and in relation to the City limits. However, please also accept the map ***enclosed*** at Page 10,[3] which again shows all tower and antenna facilities in relation to the City limits. *See also* responses to Nos. 2 and 3 above.

5. ***Provide a narrative of exploration of co-location opportunities on existing utility infrastructure.***

Please see responses to Nos. 1 (as to small cell towers and the proposed tower height, which again is 50-feet lower than the 150-foot height permitted for three or more users pursuant to the City's Land Development Regulations, Section 1111.5), 2, and 3 above, including the ***enclosed*** slides.

Thank you.

Very truly yours,

Sanjay Dhawan, Vice President New Business Technology and Operations
SBA Communications

Enclosures (as stated)

[2] FN 1.
[3] *Id.*

Sanjay Dhawan is the Vice President of New Business Technology and Operations at SBA Communications, a leading independent owner and operator of wireless communications infrastructure, including towers, buildings, rooftops, distributed antenna systems (DAS) and small cells. SBA has a portfolio of 44,000 Communication Sites across North, Central and South America, and Africa.

In his role at SBA, Sanjay is responsible for supporting and advising on Technology and Radio Frequency (RF) Design aspects around SBA's Wireless Communications Infrastructure business and manages a team of RF engineers who are responsible for performing RF design for SBA.

Sanjay has thirty-four (34) years of USA and international wireless telecom experience working in designing, deploying, and optimizing networks with wireless carriers. He has worked extensively with 5G Wireless Technologies and Architectures starting from the early days of 5G. During his tenure in the wireless industry, Sanjay has worked with wireless carriers on multiple generations of deployment from 2G to 5G. Sanjay has held Professional and Leadership Roles in Wireless & Fixed Systems spanning Technology and Strategy domains.

Sanjay holds a Master of Science in Electrical Engineering from Virginia Tech, USA, with a specialization in Computer Engineering and Computer Communications. He also holds a Bachelor of Engineering in Electronics and Electrical Communications from the Thapar Institute of Engineering & Technology, India.

AFFIDAVIT AS TO PRE-EXISTING STRUCTURES

BEFORE ME this day personally appeared **Jorge Castaneda**, as **Radio Frequency Engineer** with **Verizon Wireless**, who after being duly sworn and deposed says that:

1. After conducting a thorough survey of the area around the subject property located at 3001 North State Road No. 7, Lauderdale, Lakes, FL 33313, there are no existing structures within a 0.5-mile radius that can support the proposed antenna equipment necessary to expand wireless service into this area and to add the needed network capacity; and

2. Verizon Wireless has carefully reviewed all potential existing structure options, but none meet the necessary requirements for height, load capacity, or location suitability.

By:_____
Jorge Castaneda, Radio Frequency Engineer
Verizon Wireless

STATE OF Florida

COUNTY OF Broward

Sworn to and subscribed before me by means of ☐ physical presence or ☑ online notarization this 16th day of October **2024**, by **Jorge Castaneda** as **Radio Frequency Engineer** with **Verizon Wireless**, a Florida limited liability corporation.

NOTARY PUBLIC

Personally Known X OR
Produced Identification _____

_____
Type of Identification

DocuSigned by:
Sign Mark Baesch
474A2FE44F36400...
Print Mark Baesch
My Commission expires: April 27th, 2028

MARK BAESCH
Notary Public - State of Florida
Commission # HH 520700
My Comm. Expires Apr 27, 2028
Bonded through National Notary Assn.

Affidavit Regarding Collocation - SBA Communication, Inc. - Lauderdale Lakes / WM 3625 site

To Whom it may concern:

This affidavit is to certify that I, Brent E. Hager am authorized by SBA Communications to work on their behalf, performing Site Acquisition services for the WM 3625 Lauderdale Lakes new cell tower site project.

It is to further certify that I have searched the surrounding area for possibilities to collocate the project's antennas upon, instead of building a new tower site, but have found none that are viable.

Lastly, page 3 shows a verification from Lauderdale Lakes that the city prefers that we find a different parcel, but that if we did not, they would consider a tower site in the Otis Gray Park parcel. **We found another parcel for the site.**

The closest existing tower site is 0.67 miles from the proposed site and is owned by Broward County. Broward County only allows for government agencies to place antennas on their towers for security reasons. See the statement on page 2 from Broward County showing confirmation of the statement above. This is "A" on page 2.

The 2nd closest tower is 0.89 miles from the proposed site and is owned by Crown Castle. It is too far away and also too short to provide the coverage needed for this project. It is only 100' tall, with 3 existing carriers already. This is "B" on page 2.

Any other towers are > one mile from the proposed site and are also considered by RF Engineering to be of no use to collocate upon for this project.

No other suitable structure that is tall enough and close enough to collocate upon was found, as well.
Of the alternative options listed in the Land Development Code, item (h), New stealth tower on privately owned property, is the option that became available. Our search determined that higher ranked alternative options were not available.

Print name of Petitioner Brent E. Hager

Signature of Petitioner Brent E. Hager

Notary
STATE OF NC COUNTY OF Alexander
The foregoing instrument was Sworn to and Subscribed before me this 20th of March 2024 by Brent E. Hager, who is personally known to me or who has produced NCDL as identification.

Printed Name of Notary Public Kristy M. Harrell

Signature of Notary Public Kristy M. Harrell

My Commission Expires: August 1st 2024

KRISTY M. HARRELL NOTARY PUBLIC ALEXANDER COUNTY, NC

Towers within, or close to one mile from the proposed site's coordinates;

Tower owner, coordinates, distance/direction from site and tower description:

A: Owned by Broward County and the County will not allow a collocate on towers used for emergency services. Its coordinates are: 26.172127, -80.203605; The tower is 0.71 mi NNE of site. It is a 135' monopole. **Not viable, as Broward County does not allow carrier collocation.**

B: Owned by Crown Castle and is on Lauderdale Lake property at a park. Its coordinates are: 26.153628, -80.195714. The tower is 0.89 mi SE of site; It is a 100.1' monopole, with 3 carriers in the top spots already. Estimated 60' RAD and below are available. **The tower site is too far away and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

C: Also owned by Crown Castle, at: 26.152732, -80.220011; 1.06 mi SW of site; 125' monopole with 4 carriers in the top spots. Estimated 70' and below available. **The site is also too far and too short to satisfy Verizon's needs, per the RF Engineering report provided.**

***Any other existing towers, or tall structures are even further away than 1.06 miles and are of no use to collocate upon to satisfy Verizon's needs, per the RF Engineering report provided.**

Confirmation below – Leroy Keating: Carrier collocation is not allowed on Broward County's towers.

Brent Hager

From: Keating, Leroy <LKEATING@broward.org> on behalf of Keating, Leroy
Sent: Wednesday, August 17, 2022 11:08 AM
To: Brent Hager
Cc: Derek Waite
Subject: RE: Verizon site name WM 3625 - Verification - Can or cannot collocate on County-owned tower

Good Morning Mr. Hager,

I had to do a little research to find this tower as it was not on our main list of towers. The tower in question is used specifically and only for the water treatment plant. There are no emergency communications or commercial communications placed on this tower. Water Wastewater has noted that the tower was only designed to hold their antennas.
As we discussed earlier Broward County only allows for government agencies to place antenna on the Broward County towers. The County does not allow for any commercial antenna to be placed on the County owned towers. This is due to security concerns from Homeland Security, Federal, State and Local Police.

Sincerely,

Leroy Keating

Leroy Keating
Property Agent
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Phone: (954) 357-6815 Fax: (954) 357-5544
Email: lkeating@broward.org

Map of the closest existing tower sites to the proposed SBA site

Note: No other building (or other structure) to collocate upon that is tall enough and close enough that could satisfy Verizon's needs was found within the search area, or even within 1 mile of the proposed SBA site.

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sbasite.com

Inventory of existing sites

(FL22902-S - WM 3625 Lauderdale Lakes)

- SBA Communications / SBA Towers X, LLC has no pre-existing telecommunications towers and antennas within the city of Lauderdale Lakes.

- Please see below the pre-existing telecommunication towers of others within one mile radius from the proposed site (3001 N STATE Rd 7, Lauderdale Lakes, FL / Parcel ID: 494125430010).

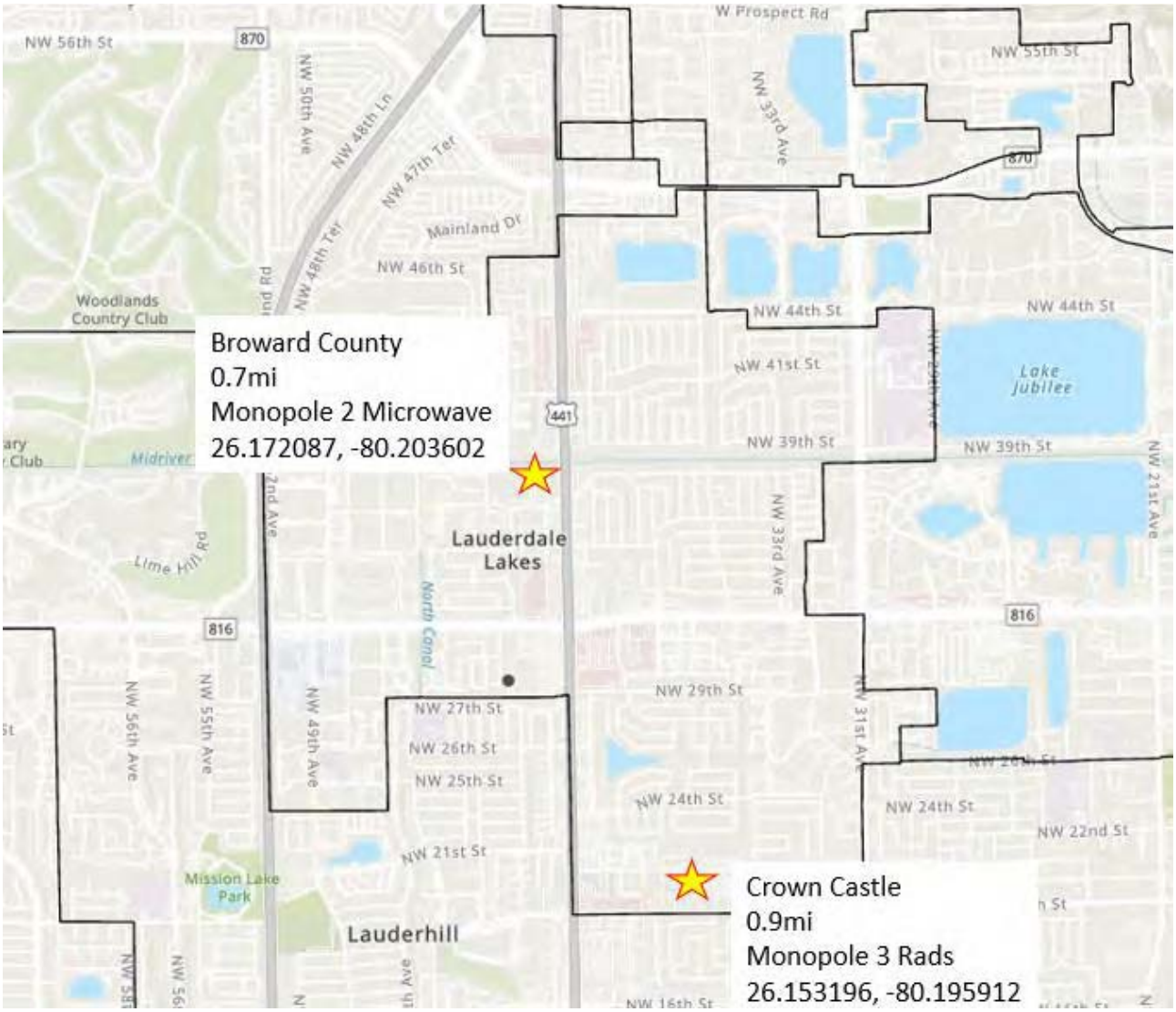


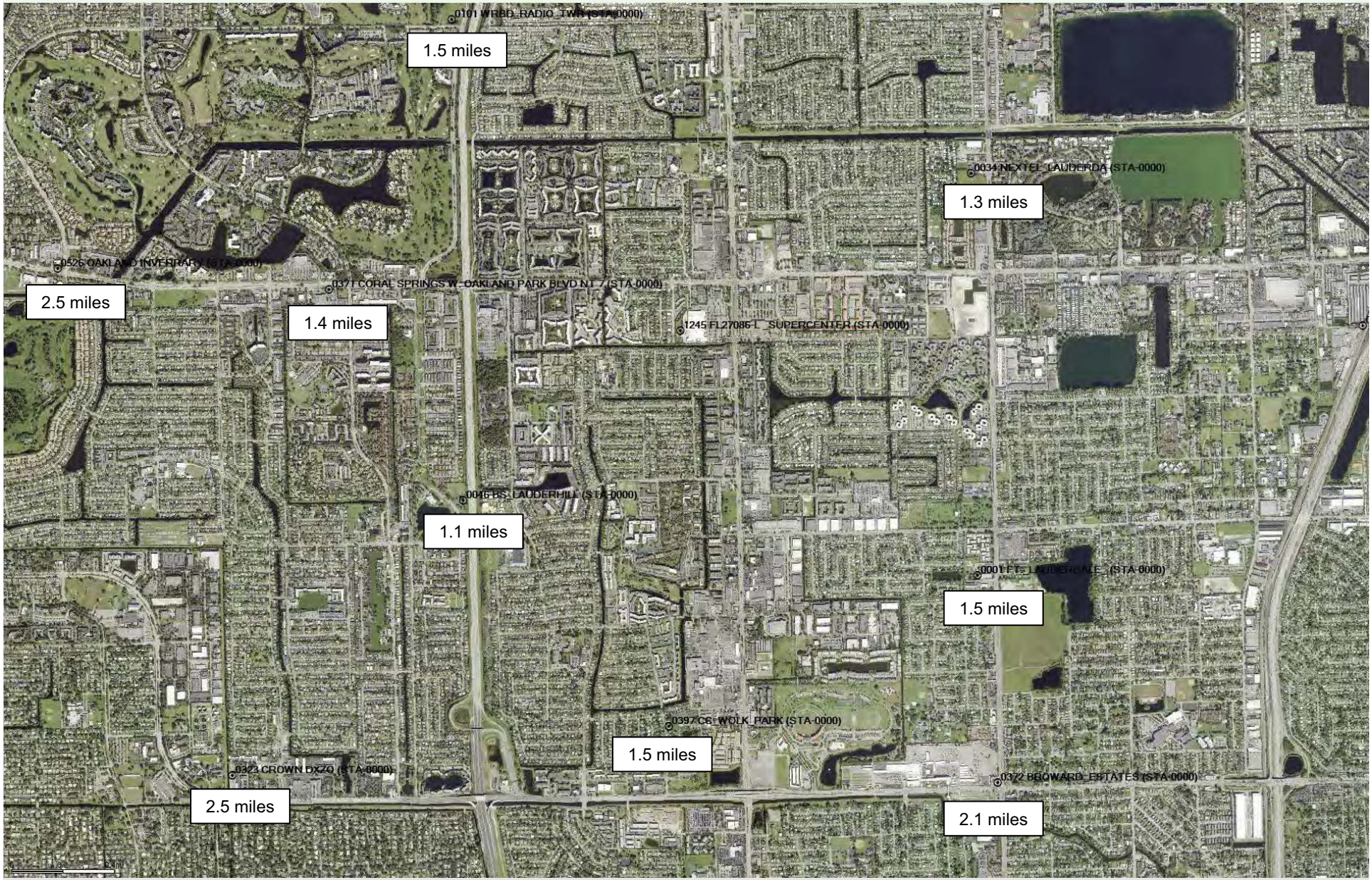
EXHIBIT A
Exhibit C to Staff Reports ("Justification Statement"), PDF Page 24

Capacity is the amount of resources a cell site has to handle customer demand. We utilize sophisticated programs that use current usage trends to forecast future capacity needs. Since it takes an average of (1-3) years to complete a cell site project, we have to start the acquisition process several years in advance to ensure the new cell site is in place before the existing cell site hits capacity limits.

Location, Location, Location. A good capacity cell site needs to be in the center of the user population which ensures even traffic distribution around the cell. A typical cell site is configured in a pie shape, with each slice (aka. sector) holding 33% of the resources. Optimal performance is achieve when traffic is evenly distributed across the 3 sectors.

Height. The requested tower height is the minimum height required to allow Verizon Wireless to meet the stated service objectives and provide seamless service to surrounding Verizon Wireless towers. Any reduction in the tower height will result in significantly diminished coverage improvements and capacity relief to the service area.

Verizon Wireless Site Map



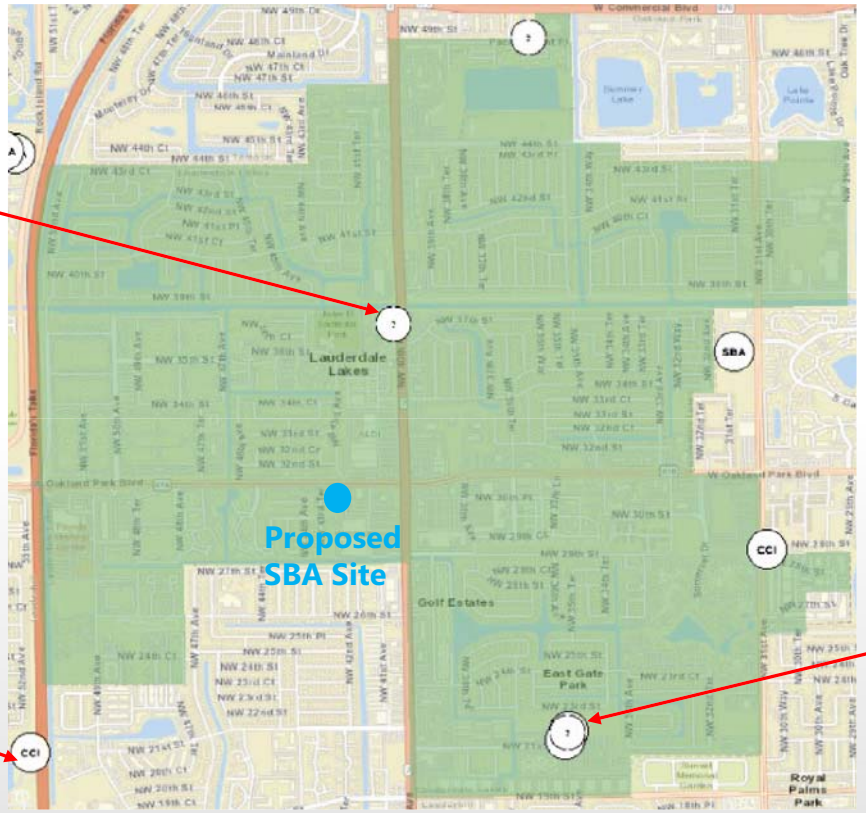
verizon

5G Coverage and Throughput Analysis for Proposed Site FL22902-S at Walmart Lauderdale Lakes

08 September 2025

Pre-Existing Tower Locations in Relation to City Boundary

Broward County Monopole 2
Microwave
AGL= 125’
Distance From SBA Site= 0.7 mi



Crown Caste
AGL= 125’
Distance From SBA Site= 1.13 mi

Willie L. Webb. Sr Park (Crown Castle)
AGL= 95’
Distance From SBA Site= 0.9 mi

Coverage and Capacity

verizon

Introduction:

There are two main drivers that prompt the need for a new cell site. One is coverage and the other is capacity.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

Crowdsource Data based Coverage/Quality Analysis for Verizon in Proximity of Proposed Site

Coverage

Quality

The above plots are based on 3rd party (Ookla) Crowdsource Data platform, an industry standard, which provides a view into LTE and 5G experience for users within the geographic area. This platform captures data from user handsets aspects such as network coverage and quality, which are considered for planning new sites.

As can be seen from above coverage chart, Verizon users experience degraded coverage in residential areas both West and East of the proposed site. As well as on Oakland Park Blvd west of the site. In addition, it can be observed from the Quality chart that Verizon users experience degraded quality on state Rd 7 east of the site, which points to heavy congestion in this area. This is despite 5G upgrade by Verizon neighbor sites.

Crowdsource Data based Coverage/Quality Analysis for AT&T in Proximity of Proposed Site

Coverage

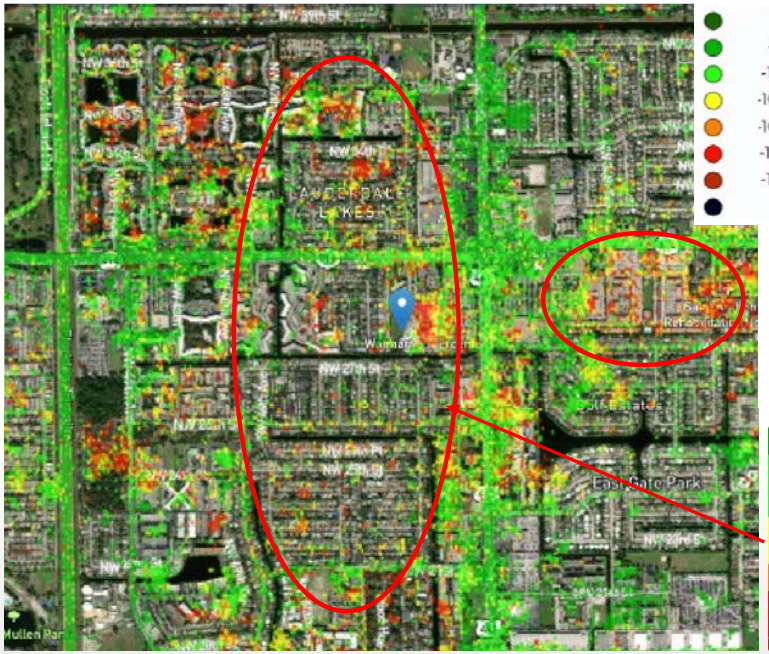
Quality

The above plots are based on 3rd party (Ookla) Crowdsource Data platform, an industry standard, which provides a view into LTE and 5G experience for users within the geographic area. This platform captures data from user handsets aspects such as network coverage and quality, which are considered for planning new sites.

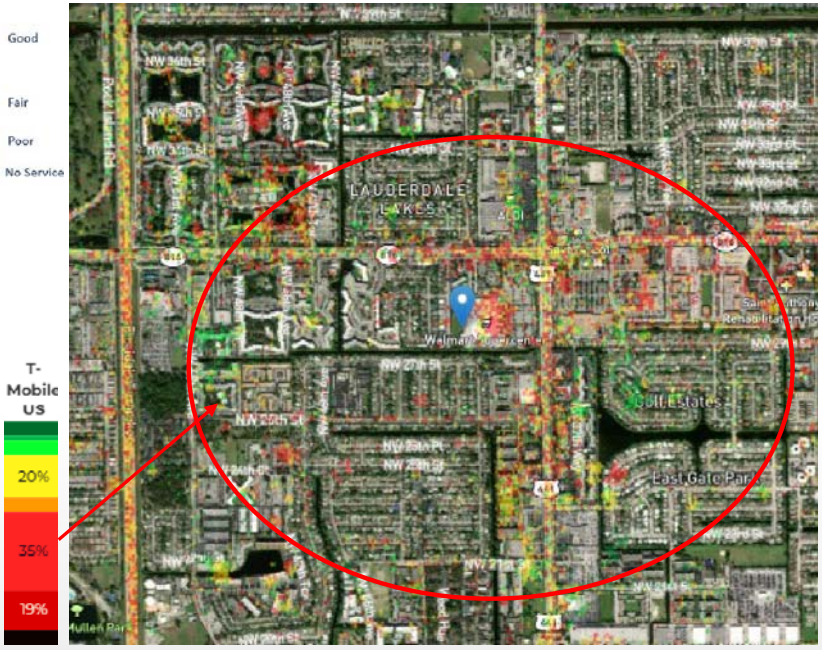
As can be seen from above coverage chart, AT&T users experience degraded coverage in residential areas both Northwest, West and East of the proposed site. In addition, it can be observed from the Quality chart that AT&T users experience degraded quality on Oakland Park Blvd north of the site as well as state Rd 7 east of the site, which points to heavy congestion in this area. This is despite 5G upgrade by AT&T on neighbor sites.

Crowdsource Data based Coverage/Quality Analysis for T-Mobile in Proximity of Proposed Site

Coverage



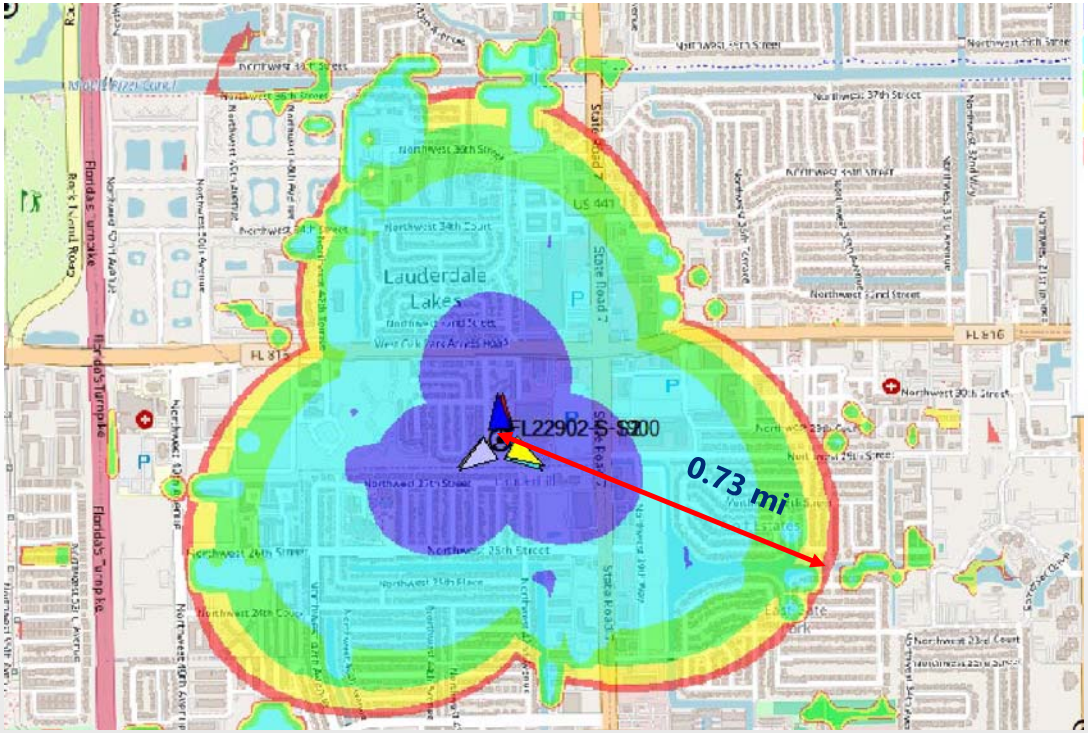
Quality



The above plots are based on 3rd party (Ookla) Crowdsource Data platform, an industry standard, which provides a view into LTE and 5G experience for users within the geographic area. This platform captures data from user handsets aspects such as network coverage and quality, which are considered for planning new sites.
As can be seen from above Quality chart, T-Mobile users experience degraded quality on Oakland Park Blvd north of the site as well as state Rd 7 east of the site as well as residential areas both West and East of the proposed site. This is despite 5G upgrade by T-Mobile on neighbor sites.

5G Data Throughput when 5G Radios and Antenna are at Tower Top

Downlink Throughput Prediction 105’ Monopole



Total Area covered 1.2 Sq. mi.

Peak Throughput (Mbps) >=1324
Peak Throughput (Mbps) >=800
Peak Throughput (Mbps) >=500
Peak Throughput (Mbps) >=300
Peak Throughput (Mbps) >=140

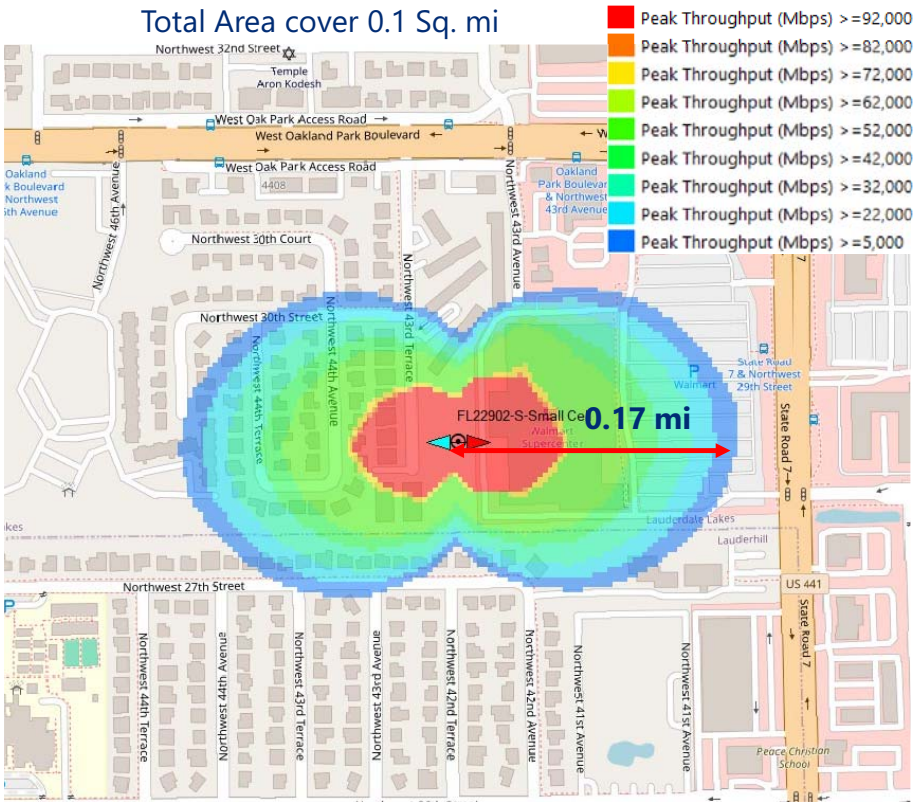
In a 105’ Monopine site proposed by SBA, the 4G and 5G antennas and radios are deployed on tower top, which includes advanced 5G Massive MIMO (Multi Input Multi Output) antenna technology. The prediction considers 20+20 MHz of 600 MHz spectrum, 40+40 MHz of 1900+2100 MHz FDD spectrum and 160 MHz (2.5 / 3.7 GHz) of mid band TDD spectrum, which are deployed in a macro environment. With advanced 5G technology and maximum user of spectrum, users experience peak speeds varying from 500 Mbps to 1.3 Gbps across majority of the coverage area, and 140 to 300 Mbps at the edge of the coverage area.

the site coverage in a Monopine scenario is enhanced to 0.73 miles from tower or 1.2 sq. miles or coverage area, as show in the attached plot.

This will enhance the coverage and user experience for residents, businesses and users passing through the city in the proximity of the site.

This plot is created leveraging ATOLL raytracing system, an industry standard for assessing coverage for new sites.

Total Area cover 0.1 Sq. mi



The attached plot shows a 35' 4G+5G Small Cell deployment scenario at a Walmart location. Given the height of small cell, only micro radios and small antennas can be deployed, which are typically deployed in 2 directions. In this scenario, only 40+40 MHz of FDD spectrum and 40 MHz of TDD spectrum can be deployed from the tower. As a result. The small cell has a range of 0.17 miles from the pole and a coverage area of 0.1 sq. miles. Further, given the small antenna size and limited power, the small cells have peak speeds of 92 Mbps and 30 – 40 Mbps in much of the cell area.

When comparing a macro site with a small cell, the macro site has an area of 12X the small cell, which would imply 12 small cells to a macro cell is a perfect condition. However, in most cases, it is not possible to deploy small cells in ideal locations, which increases the number of small cells to 15-20X a macro tower.

Further, the experience with a small cell is that of 4G given the low user speeds vs. 5G with a macro tower.

Each small cell requires it own fiber and power and takes time to deploy, which also makes it cost prohibitive.

This plot is created leveraging ATOLL raytracing system, an industry standard for assessing coverage for new sites.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2025-126 CANCELLING THE OCTOBER 13, 2025 CITY COMMISSION WORKSHOP AND THE OCTOBER 14, 2025 CITY COMMISSION MEETING DUE TO THE CITY COMMISSION ATTEDING THE FLORIDA REDEVELOPMENT ASSOCIATION (FRA) CONFERENCE FROM OCTOBER 14TH TO OCTOBER 17TH, 2025

Summary

This resolution cancels the October 13, 2025 City Commission Workshop and the October 14, 2025 City Commission Meeting due to three or more City Commission members attending the 2025 Florida Redevelopment Association Annual Conference in West Palm Beach, Florida, beginning October 13, 2025, and ending on October 17, 2025.

Staff Recommendation

Background:

The City Commission has determined it to be in the best interest of the City that the City Commission Workshop scheduled for October 13, 2025, and the Regular Meeting presently scheduled for October 14, 2025, be cancelled, in order to accommodate the City Commission members' public interest engagement with the Florida Redevelopment Association.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Mayor and Commission

Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-126 Cancelling October 2025 Commission Workshop Regular Meeting	Resolution

RESOLUTION 2025-126

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, CANCELLING THE CITY COMMISSION WORKSHOP SCHEDULED FOR OCTOBER 13, 2025, AND THE CITY COMMISSION REGULAR MEETING SCHEDULED FOR OCTOBER 14, 2025, PURSUANT TO CHAPTER 2, ARTICLE II, DIVISION 2, SECTION 2-51 OF THE LAUDERDALE LAKES CODE OF ORDINANCES; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2, Article II, Division 2, Section 2-51, of the Code of Ordinances, City of Lauderdale Lakes, Florida ("City Code"), City Commission Regular Meetings shall be held on the second and fourth Tuesday of each month;

WHEREAS, there is a City Commission Workshop scheduled for October 13, 2025, and a Regular Meeting scheduled for October 14, 2025;

WHEREAS, pursuant to Section 2-51, the City Commission may cancel a regular meeting if three (3) or more members of the commission vote to do so at the meeting immediately prior to the regular meeting which is to be cancelled; and

WHEREAS, three or more City Commission members will be attending the 2025 Florida Redevelopment Association Annual Conference in West Palm Beach, Florida, beginning October 13, 2025, and ending on October 17, 2025. Consequently, the City Commission has determined it to be in the best interest of the City that the City Commission Workshop scheduled for October 13, 2025, and the Regular Meeting presently scheduled for October 14, 2025, be cancelled, in order to accommodate the City Commission members' public interest engagement with the Florida Redevelopment Association.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. CANCELLATION: The City Commission Workshop scheduled for October 13, 2025, and its Regular City Commission Meeting currently scheduled for October 14, 2025, are hereby cancelled.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk is hereby directed, through the Acting City Manager, to publish such required notices, agendas, and available backup materials for such meetings on the City's websites in accordance with Section 1.07 of the Broward County Code of Ordinances and take any and all action necessary to effectuate the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR CITY COMMISSION MEETING HELD SEPTEMBER 23, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Mayor and City Commission

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: No

Title

RESOLUTION 2025-127 APPROVING THE FUNDING IN THE AMOUNT OF EIGHT THOUSAND THREE HUNDRED AND FORTY-FOUR DOLLARS AND TWENTY-THREE CENTS ($8,344.23) FOR THE NEWLY FORMED LAUDERDALE LAKES CHAMBER OF COMMERCE INIATIAVE ENTITLED SHOP LAUDERDALE LAKES: LOCAL SPENDING, LOCAL PROSPERITY

Summary

This resolution authorizes the funding of a new initiative spearheaded by the Lauderdale Lakes Chamber of Commerce. The Shop Lauderdale Lakes: Local Spending, Local Prosperity is a campaign designed to encourage residents to support local businesses, build community pride and drive economic growth in the City.

Staff Recommendation

Background:

The Lauderdale Lakes Chamber of Commerce was established in July 2025 with a 9-member committee comprised of business owners developing the foundational bylaws of the chamber and designing the strategic roadmap to launch and maintain the organization.

Summary of Program:

The "Shop Lauderdale Lakes" initiative is designed to boost revenue for local businesses, highlight the value of shopping within the community, and expand membership in the Lauderdale Lakes Chamber of Commerce. **Promotional Strategy:** A city-wide rollout of branded materials will reinforce the campaign's message and the Chamber's mission of *Growing Business, Strengthening Community*. Promotional assets include:

- Eye-catching signage across the city
- Flyers, posters, and decals for local distribution
- Feather flags and yard signs for high-visibility areas
- Digital outreach through social media and online platforms

Target Audience:

- Over 13,000 households in Lauderdale Lakes
- The city's dynamic and diverse business community

Interactive Feature: A central element of the campaign is the integration of QR codes on all printed materials. These codes will direct users to a dedicated "Shop Lauderdale Lakes" landing page hosted on the Chamber's website, offering easy access to business listings, promotions, and membership opportunities.
Budget breakdown:

Promotional Item	Cost
10 Corrugated Signs (4x6)	$672.54
10 Wooden Frames (for 4x6 signage)	$1,500.00
30 Yard Signs (18x24, double-sided)	$247.04
10 Feather Flags (medium, with pole/spike)	$1,070.00
15,000 Flyers (4x6, distributed to all 13,032 households)	$612.00
Flyer mailings (13032@ 0.247)	$3,218.90
500 Posters (12x18)	$266.25
1,000 Business Decals	$757.50

Promotional Item	Cost
Total Sponsorship Requested	**$8,344.23**

Funding Source:
0010702-3410 - Economic Development Services- Other Contractual Services

Fiscal Impact:
Donation funding for the FY2025 has been exhausted. Therefore, funding from Economic Development Services will be utilized.

Sponsor Name/Department: Vielka Buchanan, Economic Development Manager / Economic Development Services

Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-127 Funding for Lauderdale Lakes Chamber of Commerce Shop Lauderdale Lakes	Resolution
🗋	Exhibit A - Chamber of Commerce Proposal	Exhibit

RESOLUTION 2025-127

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING AND AUTHORIZING EXPENDITURE OF CITY FUNDS IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND THREE HUNDRED AND FORTY-FOUR AND 23/100 DOLLARS ($8,344.23) TO SUPPORT INITIATIVE OF THE NEWLY FORMED LAUDERDALE LAKES CHAMBER OF COMMERCE ("CHAMBER"), ENTITLED "SHOP LAUDERDALE LAKES: LOCAL SPENDING, LOCAL PROSPERITY"; A COPY OF THE CHAMBER SPONSORSHIP REQUEST IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") supports local initiatives that promote economic development, community engagement, and support for the City of Lauderdale Lakes residents and local businesses;

WHEREAS, the Lauderdale Lakes Chamber of Commerce ("Chamber") was established in July 2025 by a committee of nine local business owners to serve as a strategic partner in fostering economic growth and business development, providing for the foundational bylaws of the Chamber and designing the strategic roadmap to launch and maintain the Chamber;

WHEREAS, the Chamber has launched a new initiative entitled "Shop Lauderdale Lakes: Local Spending, Local Prosperity" ("Initiative");

WHEREAS, the Initiative is a campaign designed to encourage City residents to support local businesses, build community pride, thus enhancing and promoting the economic growth in the City;

WHEREAS, the Initiative is also designed to boost revenue for local businesses, highlighting the value of shopping within the community, and expanding membership in the Chamber;

WHEREAS, the Initiative includes city-wide distribution of promotional items such as eye-catching signage across the City, flyers, posters, and decals for local distribution, feather flags and yard signs for high-visibility areas, and digital outreach through social media and online platforms;

WHEREAS, the Initiative targets more than 13,000 households in Lauderdale Lakes, as well as the City's dynamic and diverse business community;

WHEREAS, the Chambers total requested funding for promotional items and sponsorship from the City is Eight Thousand Three Hundred and Forty-Four and 23/100 Dollars ($8,344.23), as detailed in the promotional budget breakdown section of the Sponsorship Request, attached hereto as **Exhibit A**;

WHEREAS, because the FY 2025 donation funding has been exhausted, City staff recommends support for the Chamber and its Initiative and proposes to fund such from the Economic Development Services, Account 0010702-3410; and

WHEREAS, the fiscal impact for fiscal year 2025 will be in the amount of Eight Thousand Three Hundred and Forty-Four Dollars and 23/100 ($8,344.23);

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby authorizes and approves the expenditure of Eight Thousand Three Hundred and Forty-Four 23/100 Dollars ($8,344.23) from the Economic Development Services Account for the purposes of providing the requested funds

support for the Lauderdale Lakes Chamber of Commerce Initiative entitled "Shop Lauderdale Lakes: Local Spending, Local Prosperity."

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR CITY COMMISSION MEETING HELD SEPTEMBER 23, 2025.

_____

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____

PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____

Sidney C. Calloway, City Attorney

Sponsored by: Vielka Buchanan, Economic Development Manager

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

Mayor Veronica Edwards Phillips
Vice Mayor & Commissioners
City of Lauderdale Lakes

Re: Sponsorship Request – ***Shop Lauderdale Lakes: Local Spending, Local Prosperity***

Dear Madam Mayor, Vice Mayor, and Commissioners,

On behalf of the Lauderdale Lakes Chamber of Commerce, I wish to thank you for your continued commitment to strengthening our business community and empowering local residents.

We are excited to launch a year-round initiative entitled ***Shop Lauderdale Lakes: Local Spending, Local Prosperity***. This campaign will encourage residents to support our local businesses, build community pride, and drive economic growth right here in the City of Lauderdale Lakes.

About the Campaign

- Objectives: Increase sales for local businesses, raise awareness about the benefits of shopping local, and grow Chamber membership.
- Audience: 13,000+ Lauderdale Lakes households and the city's vibrant business community.
- Promotion Tools: City-wide signage, flyers, posters, decals, feather flags, yard signs, and digital promotion — all branded under the campaign slogan and the Chamber's vision of *Growing Business, Strengthening Community*.
- Measurement: Success will be tracked by increased foot traffic, coupon redemptions, Chamber membership growth, and social media reach.

QR Code & Website Integration

A core feature of this campaign will be the use of QR codes prominently displayed on flyers, posters, and signage.

- For Shoppers: When residents scan the QR code, they will be taken to a dedicated **Shop Lauderdale Lakes** webpage hosted on the Chamber's website. This page will feature:

- A searchable business directory categorized by product and service (restaurants, salons, retail, professional services, etc.).
- Coupons and special offers provided by participating Chamber businesses.
- Community updates on campaign events, business spotlights, and promotions.
- A quick survey tool to capture shopper feedback and track participation.

Specific Community Benefits

Residents

- Gain easy access to local goods and services through the online business directory.
- Enjoy exclusive discounts and coupons from Chamber-member businesses.
- Support their neighbors by keeping money circulating within the community.
- Become more engaged with Chamber and City initiatives through events and promotions.

Businesses

- Receive city-wide exposure through flyers, posters, signs, decals, and online promotion.
- Attract new customers through coupon redemptions and directory searches.
- Strengthen credibility with the Chamber's official *Shop Lauderdale Lakes* branding.
- Benefit from Chamber-led marketing, social media spotlights, and city partnerships.

City of Lauderdale Lakes

- Demonstrates leadership in economic development and community support.
- Enhances Lauderdale Lakes' identity as a city that champions small businesses and entrepreneurship.
- Increases local tax revenue by driving sales and keeping spending within city limits.
- Promotes civic pride and unity with the slogan: *Local Spending, Local Prosperity*.

Conclusion

With your support, the *Shop Lauderdale Lakes* campaign will send a powerful message: that our City believes in investing in its businesses, residents, and future prosperity. The partnership between the City and the Chamber will ensure that every Lauderdale Lakes household, every local shopper, and every member business feels the benefit of this initiative.

Budget

To make this campaign a success and ensure every household and business in Lauderdale Lakes is reached, we respectfully request the City's sponsorship of the campaign's promotional budget:

Promotional Item	Cost
10 Corrugated Signs (4x6)	$672.54
10 Wooden Frames (for 4x6 signage)	$1,500.00
30 Yard Signs (18x24, double-sided)	$247.04
10 Feather Flags (medium, with pole/spike)	$1,070.00
15,000 Flyers (4x6, distributed to all 13,032 households)	$612.00
Flyer mailings (13032@ 0.247)	$3,218.90
500 Posters (12x18)	$266.25
1,000 Business Decals	$757.50
Total Sponsorship Requested	**$8344.23**

Shop Lauderdale Lakes Distribution Strategy

Slogan: *Local Spending, Local Prosperity*

This is not the actual sign but a rendition of a visual representation. Actual signs will be on corrugated sheets

1. Corrugated Signs (10 @ 4x6 ft + 10 Wooden Frames)

Purpose: City-wide visibility; long-term, durable, big impact.
Placement Strategy:

- **High-Traffic Roads/Intersections (10 signs):**
  - Oakland Park Blvd & State Rd 7 (north/southbound)
  - Oakland Park Blvd & NW 31 Ave

- State Rd 7 & north of 44th Street
- State Rd 7 & NW 36th St
- 441 corridor at city entrance points

- **Community Hotspots (6 signs):**
  - Lauderdale Lakes Educational & Cultural Center
  - Vincent Torres Memorial Park
  - Willie L. Webb Sr. Park
  - Near Walmart Supercenter
  - Lauderdale Lakes Library/Educational Center
  - City Hall front lawn

2. Yard Signs (30 @ 18x24 double-sided)

Purpose: Neighborhood & community-level reinforcement.
Placement Strategy:

- **Residential Gate Entrances (10 signs):** Oakland Villas, Bella Vista, Cypress Chase, Somerset, and other large HOA/condo entrances.
- **Churches & Faith Centers (5 signs):** Ask pastors to host near entrances/parking.
- **Schools/Community Centers (5 signs):** Middle schools, Lauderdale Lakes Middle, Boyd Anderson High, etc.
- **Business Storefronts (10 signs):** Chamber member businesses near plazas and busy foot traffic areas.

3. Feather Flags (10 medium)

Purpose: Eye-catching at businesses, events, and city gateways.
Placement Strategy:

- **Permanent Chamber Member Businesses (6 flags):** Grocery stores, restaurants, and retail members with high daily foot traffic.
- **Rotating/Event Placement (2 flags):** Used at Chamber breakfasts, fairs, and city-sponsored events.
- **City Entrances (2 flags):** At main east/west & north/south entry points to Lauderdale Lakes.

4. Flyers (15,000 for all 13,032 households)

Purpose: Direct resident outreach — *household penetration = campaign visibility*.
Distribution Strategy:

- **Direct Mail (13,032 flyers):** Ensure *every household* receives one.
- **Business Countertops (1,000 flyers):** Chamber members distribute to customers.
- **Community Spaces (968 flyers):** Schools, City Hall, library, senior centers, parks.

5. Posters (500 @ 12x18)

Purpose: Repeat exposure in community spaces.
Placement Strategy:

- **City Facilities (100 posters):** City Hall, library, community centers, bus stops.
- **Chamber Member Businesses (250 posters):** Especially restaurants, barbershops, salons, and grocery stores.
- **Faith & Community Groups (100 posters):** Churches, cultural associations.
- **Schools (50 posters):** Middle/high schools, adult ed centers.

6. Business Decals (1,000)

Purpose: Visibility at the *point of commerce*.
Distribution Strategy:

- **First Priority:** Every Chamber member business (mandatory for participation).

7. Digital & Social Reinforcement

- **QR Codes on Signs/Flyers/Posters:** Each code links to Chamber's "Shop Lauderdale Lakes" business directory + coupon hub.
- **Weekly Spotlights:** Chamber social channels highlight 1–2 member businesses.
- **Hashtag:** #ShopLauderdaleLakes

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement: No

Title

RESOLUTION 2025-128 TO ALLOW MUSIC AT RESTAURANTS DURING CARNIVAL WEEKEND

Summary

The City of Lauderdale Lakes will encourage visitors from surrounding areas to visit local restaurants. The initiative is designed to promote local restaurants, celebrate cultural diversity, and strengthen economic development through increased community engagement and visibility for small businesses.

Staff Recommendation

Background:

Key Objectives

- Showcase the City's diverse culinary options.
- Support local restaurants by driving new customer traffic.
- Foster cultural pride and enhance community connections.
- Position Lauderdale Lakes as a vibrant destination for food, culture, and entertainment.

Event Details

- **Format:** Organized bus tour of selected restaurants.
- **Participants:** City officials, residents, and invited guests.
- **Experience:** Guests will enjoy tastings at multiple locations, highlighting the variety and quality of dining options in the City.
- **Community Impact:** Encourages patronage of local businesses and builds lasting relationships between the City, restaurant owners, and residents.

Invitation to Participate

- Local restaurant owners/managers are invited to join the initiative by hosting tasting stops.
- The City will provide logistical coordination and promotional support.
- Participating restaurants will benefit from marketing exposure and expanded customer reach.

Next Steps

- Outreach to local businesses to secure participation.
- Development of marketing and communications campaign.
- Coordination of event logistics, including transportation, scheduling, and public safety.

Funding Source:

Fiscal Impact:

As we prepare to present the *Savor the City* event to the Commission, outlined is the potential promotional avenues available to us, along with the associated costs the City may incur. Please note that all prices are current but subject to change at the time of ordering the service.

Proposed Promotion & Advertising Breakdown

- **High-visibility billboards** at multiple strategic locations – *Cost: 3* × $75 = **$225**
- **Radio commercials** promoting participating restaurants:
  - Local (Voice of the Caribbean WAVS1170): **$500**
  - Regional (Power105/99Jamz – 40 thirty-second spots): **$1,000**
- **Social media campaign** featuring spotlights, stories, and event promotions across all City channels:
  - Paid ads: **$300** (approx. 20,000 impressions)
  - Organic campaigns: **Free**
- **Lakes Alert SMS messaging** to directly notify residents and visitors about featured restaurants and specials: **Free**
- **Press releases and community newsletters** to maximize exposure: **Free**
- **Digital Sign (Gateway): Free**
- **Channel 78: Free**
- **City Website: Free**
- **City eNewsletter: Free**

This mix of paid and free promotional opportunities will help us maximize visibility and engagement for the event while staying mindful of cost.

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM
Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-128 Authorizing Savor the City Carnival Initiative	Resolution

RESOLUTION 2025-128

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING AND AUTHORIZING A ONE-TIME SPECIAL EVENT ENTITLED "SAVOR THE CITY" DURING CARNIVAL WEEK SCHEDULED FOR THE THREE-DAY PERIOD BETWEEN OCTOBER 10, 2025 AND OCTOBER 12, 2025; AUTHORIZING AND PROVIDING FOR A TEMPORARY CONDITIONAL USE FOR RESTAURANTS LOCATED IN THE B2 COMMUNITY BUSINESS AND B3 GENERAL BUSINESS ZONING DISTRICTS ALONG U.S. 441 AND OAKLAND PARK BOULEVARD TO INCLUDE INDOOR MUSIC BETWEEN THE HOURS OF 1:00 PM AND 8:00 PM; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE ACTING CITY MANAGER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes (“City”) recognizes the cultural and economic significance of Carnival Week and is committed to supporting local businesses and enhancing community engagement through festive and inclusive programming;

WHEREAS, in recognition of Carnival Week, which is scheduled to occur beginning October 10, 2025 and end on October 12, 2025, the City Commission deems it in the public interest of City residents, businesses and visitors to support and promote local restaurant businesses operating within the corporate jurisdiction of the City through a first-time initiative titled "Savor the City" (“Event”) which will allow such restaurants to feature various forms of live entertainment, for a limited period of time and subject to conditions necessary to ensure the public safety and;

WHEREAS, the City Commission finds it in the public interest to authorize and to permit, via a temporary use permit, those restaurants (defined in Chapter 6 of the Lauderdale Lakes Code (“Code”)), which are located in the City’s B2 - Community Business and B3 - General Business zoning districts along US 441 and Oakland Park Boulevard to feature live indoor music, including Boom-Box, Live Bands, and DJs, during the hours between 1:00 p.m. to 8:00 p.m., limited

exclusively to occur for the three-day Event period beginning October 10, 2025 and ending at 8:00 pm October 12, 2025;

WHEREAS, the temporary use permits shall be required for each participating restaurant, which must (1) be currently serving food in compliance with Chapter 6, Section 6-1 of the Lauderdale Lakes Code of Ordinances; (2) obtain the temporary use permit pursuant to Section 505 of the Land Development Regulations (LDRs), at no cost to the applicant, to allow indoor music during the event; (3) maintain compliance with the subject restaurant's established occupant load limits as determined by the City's Building Division and Florida Building Code; and (4) undergo a security detail review and approval by City staff and the Broward Sheriff's Office (BSO) who shall determine, whether a participating restaurant will be required to provide requisite on-site security, solely determined by City Staff and BSO, which shall be a pre-condition of the obtaining the temporary use permit; and

WHEREAS, the City Staff recommends that the City promote this initiative through a coordinated marketing campaign including billboards, radio ads, social media promotions, SMS alerts, and cross-promotional efforts to highlight participating establishments and boost local economic activity.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby authorizes the implementation of the "Savor the City" Event during Carnival Week from October 10, 2025 through October 12,

2025, permitting restaurants located in the B2 Community Business and B3 General Business zoning districts along US 441 and Oakland Park Boulevard to feature indoor music, including Boom-Box, Live Bands, and DJs, between the hours of 1:00 p.m. to 8:00 p.m**.** each day of the event, subject to the requirements and conditions set forth in this Resolution.

SECTION 3. INSTRUCTIONS TO THE ACTING CITY MANAGER: The Acting City Manager, or her designee, is hereby directed to take all necessary actions to implement the provisions of this Resolution, including coordinating the "Savor the City" event, overseeing the issuance of temporary use permits, ensuring compliance with applicable regulations, and facilitating related marketing and promotional activities.

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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Tanja McCoy, Development Services Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2025-129 ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FY 2024

Summary

This resolution accepts the Annual Comprehensive Financial Report for FY 2024.

Staff Recommendation

Background:

In accordance with Section 218.39, Florida Statutes and Section 3.15 of the City of Lauderdale Lakes Charter, municipalities, including the City of Lauderdale Lakes, are required to have an annual audit performed by an independent certified public accounting firm. The City of Lauderdale Lakes has received its Fiscal Year 2023/2024 Annual Comprehensive Financial Report from the independent auditors, HCT Certified Public Accountant and Consultants, LLC, for the period of October 1, 2023 through September 30, 2024. City Staff recommends that the City Commission accept the Fiscal Year 2023/2024 Annual Comprehensive Financial Report

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Susan Gooding-Liburd, Financial Services Consultant

Meeting Date: 9/23/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-129 Accepting 2023-2024 Annual Financial Report	Resolution

RESOLUTION 2025-129

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA ACCEPTING THE FISCAL YEAR 2023/2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT PREPARED BY THE CITY'S AUDITORS, HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 218.39, Florida Statutes and Section 3.15 of the City of Lauderdale Lakes Charter, municipalities, including the City of Lauderdale Lakes, are required to have an annual audit performed by an independent certified public accounting firm;

WHEREAS, the City of Lauderdale Lakes has received its Fiscal Year 2023/2024 Annual Comprehensive Financial Report from the independent auditors, HCT Certified Public Accountant and Consultants, LLC, for the period of October 1, 2023 through September 30, 2024; and

WHEREAS, City Staff recommends that the City Commission accept the Fiscal Year 2023/2024 Annual Comprehensive Financial Report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. ACCEPTANCE OF AUDITOR'S REPORT: The City Commission of the City of Lauderdale Lakes hereby accepts the Fiscal Year 2023/2024 Annual Comprehensive Financial Report prepared by HCT Certified Public Accountant and Consultants, LLC.

SECTION 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD SEPTEMBER 23, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Susan Gooding-Liburd, MBA, CPA, CGFO – Financial Consultant, Financial Services Department

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	____ (For) ____ (Against) ____ (Other)